This summer, beginning in July, City Hall will be closed for renovations and public meetings will be held at the Sunshine Center, located at 330 5th St N. More information to come.

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

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

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

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

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

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

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

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

GENERAL AGENDA INFORMATION

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

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

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

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

Detective Wayne M. Barry - May 23, 1929
Officer Frank A. Pike - May 19, 1933
Robert F. Parker - May 10, 1969

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

Public Hearings

1. Ordinance 368-H amending St. Petersburg City Code Section 17.5.23(c) relating to the Local Housing Assistance Program, Section 22-19 relating to the Personnel Management System, and Section 28-27(d) relating to prohibited conduct of public vehicle drivers to add gender identity and expression as a protected class; and providing an effective date.

2. Disposition of City-owned property located at approximately 800 – 1st Avenue South, St. Petersburg to United Insurance Holdings Corporation, a Delaware Corporation.

E. Reports

1. St. Petersburg Police Department Quarterly Report
2. **Tampa Bay Water Report**

3. **A Resolution by St. Petersburg City Council approving funding for five applications to the Intown Redevelopment Plan “Historic Rehabilitation and Conservation” grant program; approving a supplemental appropriation in the amount of $806,112 from the unappropriated balance of the Downtown Redevelopment District Fund (1105), to the Economic and Workforce Development Department, Economic and Workforce development Division (375.2609) Historic Rehabilitation and Conservation Project (TBD).**

4. **Approving the St. Petersburg Complete Streets Implementation Plan.**

5. **Sewer Report**

   (a) Awarding a contract to T.V. Diversified, LLC for SAN HDPE Pipe Replacement, in the amount not to exceed $3,626,000 (Engineering Project No. 18016-111; Oracle No. 16366).

   (b) Awarding a contract to Rowland Inc. for SAN Priority Area Repair & Replace, in the amount not to exceed $3,540,000 (Engineering Project No. 18017-111; Oracle Nos. 16365, 16918).

   (c) Awarding a contract to All American Concrete, Inc. for SAN Pipe Repair & Replace FY19, in the amount not to exceed $3,490,000 (Engineering Project No. 19036-111; Oracle No. 16912).

   (d) Approving three-year blanket purchase agreements with USI Environmental, Inc. and US Submergent Technologies, LLC, dba Polston, to provide tank, basin and container cleaning services for the Water Resources Department, at total contract amount of $1,800,000.

   (e) Approving the purchase of two Closed Circuit Television (CCTV) vehicles from Cues, Inc., for the Fleet Management Department, at a total cost of $597,750.

   (f) **General Update**

   (g) Approving the First Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida and Brown and Caldwell dated February 24, 2017, to expand the scope of work utilizing previously approved contingency, revise payment schedule, update the project schedule and modify other necessary provisions; authorizing the Mayor or his designee to execute the First Amendment; authorizing the City Attorney’s office to make non-substantive changes to the First Amendment; and providing an effective date.

6. **Renewing an annual construction contract with Ajax Paving Industries of Florida, LLC for Citywide Street Milling and Resurfacing for the Engineering and Capital Improvements Department, in the amount of $4,000,000 for FY2019, for a total contract amount of $7,414,635.50 (ECID Project No. 19003-130; Oracle Project Numbers 16741 and 16730).**

F. **New Ordinances - (First Reading of Title and Setting of Public Hearing)**
Setting May 9, 2019 as the public hearing date for the following proposed Ordinance(s):

1. Designation of the James E. Doc Webb Estate as a local historic landmark to be listed in the St. Petersburg Register of Historic Places.

2. Designation of the Wilmarth Apartments / Holiday Motel, located at 415 24th Avenue North and 2436 4th Street North, as an individually-listed Local Historic Landmark.

3. Setting May 16, 2019 as the public hearing date for the following proposed Ordinance: Ordinance amending Chapters 3, 11, 12 and 16, City Code of Ordinances, providing amendments to the code to clarify its application to noise related issues, modify progressive penalties for noncompliance, add certain suspensions for violations, add appeal of certain suspensions for violations, add a fee for appeal of certain suspensions of violations, strengthen noise related standards for non-residential outdoor uses and sidewalk cafes, and providing for the implementation of noise mitigation and monitoring plans.

G. New Business

1. Referring to the Health, Energy, Resiliency and Sustainability Committee (or other relevant committee) to discuss current herbicide/pesticide use and the potential adoption of restrictions on those containing harmful chemicals. (Councilmember Driscoll)

H. Council Committee Reports

1. Budget, Finance & Taxation Committee (4/25/19)

2. Committee of the Whole: Sign Ordinance (4/25/19)

3. Housing, Land Use & Transportation Committee (4/25/19)

4. Committee of the Whole: FY20 CIP Budget (4/25/19)

I. Legal

J. Open Forum

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

2. Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed 11-story, 139-room hotel with 1,600 square feet of retail space and 1,900 square feet of restaurant space, located at southeast corner of 1st avenue north and 11th street north consistent with the intown west redevelopment plan; and providing an effective date

3. Resolution recommending City Council approval of the proposed disposition of City-owned parcel located at approximately 800 1st Avenue South, St. Petersburg, by an agreement ("Disposition") for the amount of $5,000,000 to United Insurance Holdings Corporation, a Delaware Corporation, and finding the Disposition consistent with the Intown Redevelopment Plan.

4. Resolution by the Community Redevelopment Agency recommending that City Council approve grant funding for five applications to the Intown Redevelopment Plan Historic Preservation and Conservation Grant Program.

5. Adjournment of the Community Redevelopment Agency and Reconvening of City Council
NOTE: Business items listed on the yellow Consent Agenda cost more than one-half million dollars while the blue Consent Agenda includes routine business items costing less than that amount.

(Procurement)

1. Accepting a bid from Douglas N. Higgins Inc., in the amount of $813,970, for Cosme Water Treatment Plant Filter Valves Replacement and Concrete Penetration Wall Repair. (Engineering Project No. 18069-111 Oracle No. 16429).

(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 purchase of vehicles from Duval Ford, LLC, for the Fleet Management Department, at a total cost of $486,448.

2. Approving the renewal of blanket purchase agreements with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop work, at an estimated annual cost of $100,000, for a total contract amount of $400,000.

3. Acknowledging the selection of Wannemacher Jensen Architects, Inc. (“A/E”) as the most qualified firm to provide design and construction administration services for the Dr. Carter G. Woodson African American Museum Additions and Renovation Project, in an amount not to exceed $200,000 (“A/E Agreement”); authorizing the City Attorney to make non-substantive changes to the architect/engineering agreement; authorizing the Mayor, or his designee, to execute the architect/engineering agreement.

4. Accepting a proposal from OnPoint Sports Strategies LLC for sports consulting services for the City Development Administration Enterprise Facilities Department, at an annual cost of $50,000, for a three-year contract amount of $150,000.

5. Approving the purchase of four vehicles from Alan Jay Ford Lincoln Mercury, Inc., for the Fleet Management Department, at a total cost of $125,752.32.

6. Accepting a proposal from CliftonLarsonAllen, LLP for utility and telecommunications billing audit services for the City.

7. Awarding contracts to Cardno, Inc., GHD Services, Inc., Greenman-Pedersen and Stantec Consulting Services, Inc., for consulting services for environmental services for the Engineering & Capital Improvements Department.

(City Development)

8. Approving a Resolution of the City of St. Petersburg, Florida, superceding Resolution 2018-335 which approved the plat of Police Headquarters which has not been recorded; and approving the updated plat entitled Police Headquarters, generally located between 1st Avenue North and 2nd Avenue North west of 13th Street North; setting forth conditions for approval and providing an effective date. (City File 13-20000009).

(Leisure Services)
9. **Approving the new standard form construction contract to be utilized for construction projects solicited by the competitive sealed bidding process; authorizing the City Attorney’s office to make non-substantive changes to the construction contract.**

(Appointments)

10. **Confirming the appointment and reappointment of members to the Public Arts Commission.**

11. **Confirming the appointment of Katy Anderson and Catherine Harrelson as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2021.**

(Miscellaneous)

12. Confirming time change for May 16, 2019 City Council meeting to 1:00 PM.
Budget, Finance & Taxation Committee
Thursday, April 25, 2019, 8:00 a.m., Room 100

Committee of the Whole: Sign Ordinance
Thursday, April 25, 2019, 9:25 a.m., Room 100

Housing, Land Use & Transportation Committee
Thursday, April 25, 2019, 10:50 a.m., Room 100

CRA/Agenda Review
Thursday, April 25, 2019, 1:30 p.m., Room 100

Committee of the Whole: FY20 CIP Budget
Thursday, April 25, 2019, 2:00 p.m., Room 100

Committee of the Whole: FY20 Operating Budget
Tuesday, May 7, 2019, 9:00 a.m., Room 100

Budget, Finance & Taxation Committee
Thursday, May 9, 2019, 8:00 a.m., Room 100

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

Health, Energy, Resiliency & Sustainability Committee
Thursday, May 9, 2019, 10:50 a.m., Room 100

CRA / Agenda Review
Thursday, May 9, 2019, 1:30 a.m., Room 100

City Council Meeting
Thursday, May 9, 2019, 3:00 p.m., Council Chamber
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 any one wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
   a. Cross examination by Opponents.
   b. Cross examination by City Administration.
   c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

6. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: Ordinance 368-H amending St. Petersburg City Code Section 17.5.23(c) relating to the Local Housing Assistance Program, Section 22-19 relating to the Personnel Management System, and Section 28-27(d) relating to prohibited conduct of public vehicle drivers to add gender identity and expression as a protected class; and providing an effective date.
Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of April 18, 2019

TO: City Council Chair and Members of City Council

FROM: Jeannine S. Williams, Chief Assistant City Attorney

RE: Ordinance Amending Various Sections of City Code to add Gender Identity and Expression as a Protected Status

DATE: April 5, 2019

On April 4, 2019, City Council approved Councilmember Rice’s New Business Item requesting that legal draft an ordinance to add gender identity and expression as a protected status to Section 17.5-23, Section 22-19 and Section 28-27. The attached ordinance adds gender identity and expression as a protected status to the enumerated sections. The public hearing will be held on May 2, 2019. If you have any questions, please contact me.

Attachment: Ordinance
ORDINANCE NO. ___

AN ORDINANCE AMENDING ST. PETERSBURG CITY CODE SUBSECTION 17.5-23(C) RELATING TO THE LOCAL HOUSING ASSISTANCE PROGRAM, SECTION 22-19 RELATING TO THE PERSONNEL MANAGEMENT SYSTEM, AND SUBSECTION 28-27(D) RELATING TO PROHIBITED CONDUCT OF PUBLIC VEHICLE DRIVERS TO ADD GENDER IDENTITY AND EXPRESSION AS A PROTECTED CLASS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Subsection 17.5-23(c) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 17.5-23. – Designation of responsibility for administration and implementation.

... (c) In implementing the program, the local housing partnership and the POD should:

1. Advertise the availability of a housing assistance program in a newspaper of general circulation in the City and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of any application period.

2. Prepare a resolution for City Council approval which provides for a local housing assistance plan (LHAP) which includes a maximum award schedule or system of awards to comply with the following criteria:
   a. 65 percent of the SHIP funds shall be reserved for homeownership for eligible persons.
   b. 75 percent of SHIP funds shall be reserved for construction, rehabilitation, or emergency repair of eligible housing.
   c. The sales price of new or existing eligible housing constructed, rehabilitated or otherwise assisted using any SHIP funds shall not exceed 90 percent of the median area purchase price in the area where the eligible housing is located as established by the United State Department of Treasury in accordance with section 3(b)2 of the United States Housing Act of 1937.
   d. All units constructed, rehabilitated, or otherwise assisted with SHIP funds shall be occupied by very low-income, low-income, or moderate-income persons or persons who have special housing needs. At least 30 percent of units must be occupied by very low-income persons and, at least another 30 percent by low-income persons. The remainder shall be occupied by persons who have special housing needs, very low-income, low-income, or moderate-income.
e. The amount of monthly mortgage payments or the amount of monthly rents charged by the eligible sponsor must be affordable to eligible persons who will benefit from the program.

f. Loans shall be provided for periods not exceeding 30 years except for deferred payment loans or loans that extend beyond 30 years which continue to provide eligible housing for eligible persons.

g. Eligible owner-occupied housing constructed, rehabilitated, or otherwise assisted with SHIP funds shall be subject to subsidy recapture provisions which are identical to those specified in section 143 et seq. of the Internal Revenue Code which governs the use of proceeds of mortgage bonds.

h. Eligible rental housing constructed, rehabilitated, or otherwise assisted with SHIP funds shall reserve and provide the minimum set asides for eligible persons for 15 years.

i. A qualification system for applicants for awards consistent with the intent of the program and SHIP shall be established by the local housing partnership.

j. The local housing partnership shall annually monitor and determine tenant eligibility and amount of subsidy pursuant to the provisions of this article and SHIP.

(3) The POD, the local housing partnership, and all eligible sponsors shall not discriminate in the loan application process of eligible persons for eligible housing on the basis of race, creed, religion, color, age, sex, sexual orientation, gender identity and expression, marital status, familial status, national origin, or disability.

(4) The City shall comply with all rules and regulations of the Florida Housing Finance Corporation in connection with required reporting by the City of compliance with its program.

(5) Prior to receiving an award, all eligible persons or eligible sponsors shall enter into a covenant or agreement which will ensure that they will comply with the affordable housing criteria set forth in this article and SHIP. All eligible persons or eligible sponsors shall include in the deed transferring ownership of the property to the eligible person or eligible sponsor a covenant agreeing to comply with the terms of the above described laws, which covenant will run with the land. The agreement may also be made a part of the mortgage agreement. Failure to comply with the covenant or agreement shall result in default of the mortgage and acceleration of the promissory note with all remedies and rights for enforcement inuring to the benefit of the City.

(6) Eligible sponsors receiving assistance from both SHIP and the low income housing tax credit (LIHTC) program shall be required to comply with the income, affordability, and other LIHTC requirements. Similarly, any eligible housing receiving assistance from SHIP and other federal programs shall be required to comply with any requirements specified by the federal program in addition to SHIP requirements.

Section 2. Section 22-19 of the St. Petersburg City Code is hereby amended to read as follows:
Sec. 22-19. – General policy.

Section 4.04 (b)(1) of the Charter provides that the Mayor shall establish written personnel rules and regulations so that appointments and promotion of employees within specified classifications shall be made solely on the basis of merit and fitness demonstrated by examinations or other evidence of competence. The Mayor is authorized to include, in the personal rules and regulations, among other conditions, conditions that address:

1. Employment and promotion in the City government based on merit and fitness, free of personal and political consideration and, in no way, influenced by race, religion, creed, color, ancestry, sex, sexual orientation, gender identity and expression, marital status, age, disability or national origin.

2. Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the City government.

3. A system to provide the means to recruit, select, develop, and maintain an effective and responsive work force, and to provide plans for employee hiring and advancement, training and skill development, job classification, salary administration, retirement, fringe benefits, discipline, dismissal and other related activities.

4. A system by which employees covered by the personnel management system are subject to satisfactory work performance, necessity for performance of work and the availability of funds.

Section 3. Subsection 28-27(d) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 28-27. - Prohibited conduct of public vehicle drivers.

... (d) All public vehicle drivers shall comply with all applicable laws regarding non-discrimination against passengers or potential passengers on the basis of destination, race, color, national origin, religious belief or affiliation, sex, disability, age, sexual orientation, or gender identity and expression.

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

Section 5. 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 6. 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)
The following page(s) contain the backup material for Agenda Item: Disposition of City-owned property located at approximately 800 – 1st Avenue South, St. Petersburg to United Insurance Holdings Corporation, a Delaware Corporation. 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 sell the City-owned parcel located at approximately 800 - 1st Avenue South, St. Petersburg, to United Insurance Holdings Corporation, a Delaware Corporation, for the amount of $5,000,000; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: On July 19, 2018, United Insurance Holdings Corporation ("UPC") submitted to the City of St. Petersburg ("City"), (collectively, "Parties") an offer to purchase the ±4.59 acres of City-owned property located at approximately 800 - 1st Avenue South, St. Petersburg, illustrated and described in Exhibit "A" ("Property"). UPC desires to construct a new corporate headquarters consisting of ±150,000 square feet of Class A office space, a parking garage of ±500 spaces ("Development"), with additional space allocated for further development of a hotel and retail space on the site in the future (collectively, "Improvements"). UPC intends to expand its existing ±250 employee workforce by ±300 new employees in conjunction with the construction of the contemplated Development.

The Property is legally described as follows:

LOTS 1 THROUGH 3, BLOCK 1, WEBB CITY REPLAT, together with any roadways and alleys vacated by the City or owned by the City as may appear on the Plat. Parcel ID No.: 19-31-17-95365-001-0010

Subsequent to the offer, the City advertised a Notice of Intent in the legal notices of the Tampa Bay Times on July 29, 2018, soliciting alternative offers to purchase and develop the Property, with a proposal delivery deadline on August 29, 2018 ("Deadline"). One qualified alternative proposal was received by the Deadline and after careful consideration of both proposals, the Mayor selected UPC's proposal to move forward.

On October 4, 2018, City Council adopted Resolution No. 2018-528, which approved a non-binding term sheet for UPC to develop a mixed-use project on the Property. Further, City Council authorized the Mayor, or his designee, to negotiate a Lease and Development Agreement with UPC to include terms and conditions consistent with the term sheet and be subject to City Council approval. Subsequent to the adopted resolution, UPC requested to obtain the Property through a Purchase Agreement ("Agreement").
On July 11, 2018, the Property was appraised for highest and best use by Tobias Realty Advisors, LLC as Tract 1 North (Lots 1 and 2), which had a market value of $9,525,000 and Tract 2 South (Lot 3)-leased portion, which had a market value of $165,000, for a combined total of $9,690,000. On September 8, 2018, the Property was appraised for limited use only by Tobias Realty Advisors, LLC on Lots 1 and 2, which had a market value of $8,000,000, bringing a total valuation of the Property with limited use to $8,165,000, inclusive of the $165,000 market value for Lot 3 from the previous appraisal.

The Parties agree that as an inducement to sell the Property to UPC for $5,000,000, which is below market value, that UPC has promised to retain the existing jobs and create new jobs, develop the Property as described above and provide public use of the parking garage of the Development. Due to the fact that UPC’s core business hours are during typical weekday business hours, the parking garage is prime for shared parking. Additionally, due to the fact that the EDGE district is immediately proximate to the project and has emerged as a popular restaurant, retail, and entertainment destination with a myriad of evening and weekend activity, there is high demand for evening and weekend parking. As such, the City has negotiated to make the majority of the garage open to the public at market rates during evenings and weekends to support not only the EDGE district but the public at-large who will increasingly need parking options within this area of downtown as evidenced by the 2017 Parking Study. It should be noted that the City is also attempting to add public parking at the old Police Station site to further provide public parking in the EDGE district.

As presented previously, in addition to the parking benefit, above, the City will also realize additional economic benefits, through additional tax revenue and the direct and indirect economic impact of the local economy through job creation, earnings, construction and capital investment as follows:

- **Property Tax Impact.** Assuming the Property is placed on the Pinellas County Property Tax Roll after completion at 60% of its total construction and equipment costs, the assessed value would be $30,750,000. Applying the City’s proposed tax rate of 6.75 mills, the annual increase in tax revenues to the City would be $207,716 annually. For a period of ten (10) years, additional tax revenue to the City would be projected at over $2 million.

- **Economic Impact.** A previous analysis showed that the creation of 300 new jobs will result in 575 new direct and indirect jobs being created. At an average wage of $53,470, the 300 new jobs will have direct and indirect earnings impact of $23,358,904. In addition, the capital investment generated by the project will exceed $50.97 million. In actuality, UPC has a median wage of over $80,000.

The City shall convey title to the Property by fee simple determinable deed, as shown in Exhibit "B" ("Deed"), containing reversionary language to effectuate the Parties’ intent that the Property revert to ownership by the City in fee simple if the Development is not completed to at least twenty-five percent (25%), as certified by the architect of record, within twelve (12) months after the issuance of complete building permits. If this reversion is triggered, the City will pay to UPC
the Purchase Price less $200,000 within ninety (90) days of the reversion being triggered. It is UPC's sole responsibility to ensure compliance with the language of the Deed.

The Property shall further be restricted insofar as if residential improvements are constructed, such units must be at least fifty percent (50%) work-force housing, as defined by City Code Section 17.5.97 ("Deed Restriction"). As set forth in the Deed, the Deed Restriction is a limitation on the use of the Property that runs with the land for a period of thirty (30) years for the benefit of the City.

The Parties have agreed that UPC's obligations under the Agreement, including all exhibits when executed, go to the essence of the Agreement with the Parties, and that any failure to perform such obligations will result in damages to the City that are extremely difficult and impractical to ascertain. Therefore, the Parties have agreed that after UPC constructs 25% within the time set forth in the Deed, the City's sole and exclusive remedy to UPC failing to complete the project shall be for the City to collect liquidated damages in the amount of $10,000,000, in addition to the $5,000,000 purchase price, for a total $15,000,000 being paid to the City. This would result in the City receiving adequate compensation for the Property with the work-force housing restriction still in place.

The Parties agree that the platted right-of-way of 2nd Avenue South between 8th and 9th Streets South ("R.O.W.") and certain alleyways running through the Property ("Alleys") were previously vacated regardless of the continued use of the R.O.W. as a public roadway. The City shall pursue any necessary ratification of this and, if necessary, serve as the applicant for any further requests to facilitate the same during the Due Diligence Period. Any resolution approved by the City for additional vacations shall be effective upon UPC's purchase of the Property and shall convey to UPC any and all interests the City has in the R.O.W. and Alleys at the time of conveyance. If the City cannot deliver clear title to the former R.O.W. and Alleys to UPC's satisfaction at the time of closing, UPC may terminate this Agreement with written notice to the City and choose not to purchase the Property with no further rights against or obligations to the City, or UPC may delay the closing for up to six (6) months to allow the City to clear up any outstanding title concerns.

After the completion of the Development, the City will provide UPC with an Employment Credit of $10,000 for each South St. Petersburg CRA employee hired and retained for twelve (12) months, not to exceed a total of $250,000 in the aggregate. To be considered for the financial incentive, employees must 1) show proof of residence within the South St. Petersburg CRA at time of initial employment; 2) maintain an average of 38 hours per week through the employment year; 3) be paid a minimum wage of not less than $15 per hour; and 4) be entitled to participate in all employee benefit programs offered to other UPC employees. The City shall provide a sample form to UPC, which UPC shall utilize for certification of employment. This provision shall survive the Closing and completion of construction of the Improvements as contemplated within the Agreement.
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to sell the City-owned parcel located at approximately 800 – 1st Avenue South, St. Petersburg, to United Insurance Holdings Corporation, a Delaware Corporation, for amount of $5,000,000; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Exhibit "A", Exhibit "B", Exhibit "C", Appraisals and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
EXHIBIT "A"
(Illustration of 800 - 1st Avenue South)

Legal Description: LOTS 1 THROUGH 3, BLOCK 1, WEBB CITY REPLAT, together with any roadways and alleys vacated by the City or owned by the City as may appear on the Plat
EXHIBIT "B"
(Deed)

Prepared by and Return to:
Alfred Wendler, Director
City of St. Petersburg
Real Estate & Property Management
P.O. Box 2842
St. Petersburg, Florida 33731

County Parcel Identification Number: 19-31-17-95365-001-0010

FEE SIMPLE DETERMINABLE DEED
(City as Grantor)

THIS FEE SIMPLE DETERMINABLE DEED, made this ________, day of ______
______, A.D. 2019 between the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation
existing under the laws of the State of Florida, whose post office address is P.O. Box 2842, St. Petersburg,
Florida 33731, the grantor and hereinafter called the CITY, and UNITED INSURANCE HOLDINGS
CORPORATION, a Delaware corporation, whose post office address is 800 2nd Avenue South, St.
Petersburg, FL 33701, the grantee and hereinafter called UPC. ("UPC" is used herein for singular or plural, the singular shall include the
plural, and any gender shall include all genders, as contexts requires.)

WITNESSETH, that the said City, for and in consideration of the sum of ten dollars ($10.00) and
other valuable considerations to said City in hand paid, the receipt whereof is hereby acknowledged, has
granted, bargained and sold unto the said UPC, and UPC's heirs, or successors, and assigns forever, subject
to the below enumerated reversionary interest and deed restrictions, all that certain parcel of land in the
County of Pinellas and State of Florida, described as follows:

Lots 1 through 3, Block 1, WEBB CITY REPLAT, as recorded in Plat Book 90, Page 74
of the Public Record of Pinellas County, Florida, plus all vacated streets and alleys
contained therein.

TO HAVE AND TO HOLD, the same in fee simple determinable, together with all and singular,
the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and
claim whatsoever of the said City, either in law or equity, to the only proper use, benefit and behoof of the
said UPC, and UPC's heirs, or successors and assigns forever, so long as a parking structure and office
building is constructed on the land to at least twenty-five percent (25%) of full completion within twelve
month of the commencement of the Construction Period, as will be determined and memorialized by the
Construction Period Commencement Memorandum, attached hereto as Exhibit "A". In the event UPC has
not completed at least twenty-five percent of the physical construction of the office building and parking
garage to be constructed by the Grantee on the land, as certified and attested to in writing by the architect
for the project, within twelve (12) months of the commencement of the Construction Period as set forth in
Exhibit "A", then all rights and interests created by this Deed shall immediately cease and all rights and
interested shall automatically revert to the City, with no further action by either party required, as would
have been the case if this deed had never been created. The City's sole responsibilities to UPC shall be as
set forth in the agreement between the City and UPC, dated ____________, and approved by the City
Council of the City of St. Petersburg via Resolution ________________. Upon UPC completing at least
twenty-five percent of the physical construction of the office building and parking garage to be constructed
by UPC on the land within twelve (12) months of the recording of the Construction Period Commencement
Memorandum, City shall, promptly, after request of UPC, execute and deliver to UPC an instrument in
recordable form confirming that the reversionary interest has so expired and is of no further force or effect.
AS FURTHER LIMITATION AND RESTRICTION, if residential improvements are constructed on the property granted in this Deed within thirty (30) years from the date the deed is recorded, then a minimum of fifty percent (50%) of the units constructed shall be work force housing, as defined in the City Code of the City of St. Petersburg. ("City" and "UPC" are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

[The Remainder of This Page is Intentionally Left Blank]

[Signature Page Follows]
IN WITNESS WHEREOF, the City 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 CITY:

Witness Signature

Print

Witness Signature

Print

CITY: CITY OF ST. PETERSBURG, FLORIDA

By:________________________

Rick Kriseman
As Its: Mayor

ATTEST:

By:________________________

Chan Srinivasa, City Clerk

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

APPROVED AS TO CONTENT:

City Attorney (Designee)

By:________________________

00423544.doc v1

APPROVED AS TO FORM:

City Attorney (Designee)

By:________________________
EXHIBIT "C"
CONSTRUCTION PERIOD COMMENCEMENT MEMORANDUM

THIS CONSTRUCTION PERIOD COMMENCEMENT MEMORANDUM ("Memorandum"), entered this ______ day of __________________, 20____, by the City of St. Petersburg, a Florida municipal corporation, ("City") and United Insurance Holdings Corporation, a Delaware Corporation ("UPC"), (collectively "Parties").

W I T N E S S E T H

WHEREAS, City and UPC entered into an agreement dated ____________________________ ("Agreement") pursuant to St. Petersburg City Council Resolution 2019 - ______, and

WHEREAS, in accordance with the Agreement City conveyed certain real property to UPC pursuant to a fee simple determinable deed recorded in the Official Record of Pinellas County, Florida Book _____ Page _____ ("Deed"); and

WHEREAS, the Agreement, provided that the reversionary interest contained in the Deed shall commence on the date the City records this notice ("Construction Period").

NOW THEREFORE, per the Agreement, the City states that commencement of the Construction Period of the Agreement occurred on the ____ day of ____________, 20____ and that the City has all appropriate authority to execute this Construction Period Commencement Memorandum and the persons executing this Memorandum has authority to execute the same and fully bind the party on whose behalf they are executing.

SIGNATURE PAGES FOLLOW THIS PAGE

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
WITNESSES

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

By: __________________________
    Rick Kriseman, as its Mayor

ATTEST

By: __________________________
    Chan Srinivasa, City Clerk

Reviewed by:

________________________________________
Bruce Grimes, Director
Real Estate & Property Management

STATE OF FLORIDA       )
COUNTY OF PINELAS      )

The foregoing instrument was acknowledged before me this ___ day of
_______________ 20__, by Rick Kriseman and Chan Srinivasa as its Mayor and City Clerk,
respectively, of the City of St. Petersburg, Florida, a Florida 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

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: __________________________
    Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (Designee)
By: __________________________
    Assistant City Attorney

Legal:
APPRAISALS
APPRAISAL OF

CBD SITE; 4.59 ACRES MOL
(WEBB CITY REPLAT, LOTS 1 THRU 3, BLOCK 1)
800 1st AVENUE SOUTH
ST. PETERSBURG, FLORIDA 33701
(7109)

FOR

BRUCE GRIMES, DIRECTOR
REAL ESTATE AND PROPERTY MANAGEMENT
CITY OF ST. PETERSBURG
P.O. BOX 2842
ST. PETERSBURG, FLORIDA 33731
July 11, 2018

Bruce Grimes, Director
Real Estate and Property Management
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Dear Mr. Grimes:

Re: Appraisal of CBD Site; 4.59 Acres MOL
(WEBB CITY REPLAT, Lots 1 thru 3, Block 1)
800 1st Avenue South, St. Petersburg, Florida 33701

As requested, I have made a detailed investigation, analysis, and appraisal of the fee simple and leased fee interests of the referenced property, legally described later in the report. This Appraisal has been prepared for our client and intended user, City of St. Petersburg, as an aid in asset management and/or possible disposition (intended use).

In my opinion, the fee simple interest of appraised property, CBD Site; 4.59 Acres MOL (WEBB CITY REPLAT, Lots 1 thru 3, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701, had a market value “AS IS”, as of the effective date, March 1, 2017, of NINE MILLION SIX HUNDRED NINETY THOUSAND DOLLARS ($9,690,000).

Allocation of Market Value:

<table>
<thead>
<tr>
<th>Tract 1 North (Lots 1 and 2); Fee Simple:</th>
<th>$9,525,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tract 2 South (Lot 3); Leased Fee (99-Year Land Lease):</td>
<td>$165,000</td>
</tr>
</tbody>
</table>

The Appraisal was based on the Hypothetical Condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

The appraiser is in compliance with the Competency Provision of USPAP with respect to this property. The report is an Appraisal Report, which has been prepared in compliance with the provisions of USPAP, FIRREA, and the specific contractual requirements of the client, City of St. Petersburg. The appraiser has not appraised nor provided other professional services for the subject property in the last three years.

Respectfully submitted,

TOBIAS REALTY ADVISORS, LLC

C. Richard Tobias
C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705
VIEW OF TRACT 1 FROM NE CORNER LOOKING SW

WEST TO EAST VIEW ACROSS TRACT 1; HERMITAGE APTS TO EAST
TRACT 2 (LEASED PARKING LOT) FROM 3RD AVENUE SOUTH

UPC INSURANCE OFFICE DUE EAST OF TRACT 2
930 CENTRAL FLATS UNDER CONSTRUCTION IN BLOCK TO WEST

RECENTLY COMPLETED HERMITAGE APARTMENTS EAST OF TRACT 1
NEW PARKING GARAGE, PUBLIX MARKET, AND CHIHULY GALLERY

MOREAN ARTS CENTER NE OF TRACT 1
SOCIAL SECURITY OFFICE AND GARAGE NORTH OF TRACT 1

HISTORIC BANK BLOCK (RELATED GROUP SITE) AT 801 CENTRAL
APPRAISAL REPORT

Property Identification: CBD Site; 4.59 Acres MOL (WEBB CITY REPLAT, Lots 1 thru 3, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701; the flag-shaped site is located south of 1st Avenue South and north of 3rd Avenue South and between 8th Street South and Dr. M L King Street South in the West CBD of Downtown St. Petersburg, Pinellas County, Florida.

Client: Bruce Grimes, Director City of St. Petersburg P.O. Box 2842 St. Petersburg, Florida 33731

Client Type: A municipality

Appraiser: C. Richard Tobias, MAI State Certified General Real Estate Appraiser, RZ705

USPAP Competency: Appraiser has 37 years of experience in commercial properties in Pinellas County, including City of St. Petersburg

Purpose of the Appraisal: To provide the client with an opinion of market value "as is" as defined by the Interagency Guidelines.

Market Value is "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and, the price represents the normal consideration for the property.
sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

Intended Use: For the sole purpose of providing the client, City of St. Petersburg, an opinion of current market value as aid in asset management and/or possible disposition

Intended User: City of St. Petersburg

Interest Valued: Fee Simple (Lots 1 and 2) and Leased Fee (Lot 3)

Property Owner: City of St. Petersburg

3-Year Sales History: Subject property has been under municipal ownership for several decades; there has been no active marketing of the property in the last three years; the south portion (Tract 2) of the property is under a 99-year land lease (90-space parking lot) with 69 years remaining in term; contract rent is well below market rate

Date of Inspection: March 1, 2017

Effective Date of Value (AS IS): March 1, 2017

Scope of Work:
- Inspection of the subject property;
- Analysis of regional and neighborhood data with emphasis upon the market for major CBD sites in St. Petersburg;
- Description of property and incidental improvements;
- Analysis of zoning, utilities, services, property taxes, site, and the existing ground lease encumbering Tract 2;
- Highest and best use analysis;

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1 Interagency Appraisal and Evaluation Guidelines, Department of the Treasury; December 2010.
• Sales comparison approach utilizing recent comparable sales in the local market; adjustments were made to the comparable sales where they materially differed from the subject property; comparables were analyzed on basis of price per square foot of land area; comparables were ranked based on their overall comparability; for purposes of analysis, Tract 1 was valued independently from Tract 2 (which is under long-term land lease); the fee simple value of Tract 2 was valued in a similar manner in the Sales Comparison Approach;

• Application of the income capitalization approach for Tract 2 (leased fee); valuation was accomplished by constructing a discounted cash flow analysis (DCF);

• Reconciliation of the values indicated by the two approaches to provide conclusion of market value of the total site "as is" in fee simple and leased fee.

Legal Description:
Lots 1, 2, and 3, Block 1, WEBB CITY REPLAT, according to the map or plat thereof as recorded in Plat Book 90, Page 74, Public Records of Pinellas County, Florida.

Zoning:
DC-1, Downtown Center; St. Petersburg; this is a zoning category applied to many parcels located in the St. Petersburg CBD; permitted uses include multi-family residential, hotel, office, restaurant/bar, retail sales, banks, service businesses, museums, child care facility, schools, and government buildings; all projects within the Downtown Center districts may utilize bonuses to receive greater development rights (Base FAR is 3.0); these bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights; sites receiving
bonus FAR shall not exceed the Maximum Intensity allowed for the site.

Minimum setback on street face is 0 feet, which increases to 10 or 20 feet as the building height increases, the height triggering the greater setbacks varies from 20 to 200 feet. Minimum setbacks between buildings range from 0 to 80 feet, depending on the specific district, the abutting wall, and the building height.

Parking varies depending on use and location. For example, offices are required to have one parking space for each 500 square feet in the "Downtown Center."; retail uses have the same minimum requirement of 1 space per 500 square feet.

Land Use Plan: CBD/Activity Center; consistent with the zoning designation in place

Tax Parcel Number: 19-31-17-95365-001-0010

Property Assessment (2016): $2,465,932; subject’s 2014 assessment ($12.33 per sq. ft.) is within the range established by the comparable sales; the assessment declined 35% between 2008 and 2012 as a reflection of the general decline in the commercial market in Tampa Bay; since 2012 the assessment increased 42% as the market has been in a strong recovery mode. However, the assessment is well below current market value, which is fairly common in the CBD and especially for exempt properties.

The subject’s taxable value in 2016 is $813,758, which is 28.2% of the total assessment figure; it relates to Tract 2, the south portion of the property subject to the long term land lease; the balance of subject (Tract 1) is exempt ($1,652,174) as a city-owned property.
Millage Rate (2016): 22.3213
Real Estate Taxes (2016): $19,181.27

Note - The taxable assessment of $813,758 equates to $12.20 per square foot of Tract 2 (6,717 square feet or 1.53 acres MOL); this figure is roughly 18% of the tract’s current market value in fee simple interest. This is an important consideration in the valuation of Tract 2’s leased fee value as there is substantial risk of an increase in assessment, which would generate an annual tax burden much greater than the current land rent ($16,986 in 2017). The lease specifies landlord responsibility for payment of ad valorem taxes.
Neighborhood Description: Subject property is located in the City of St. Petersburg, Pinellas County’s largest city. Population increased by 4% during the 1990’s to 248,232, according to the 2000 Census. The population in 2010 was 244,769, a slight decrease over the last decade; but then edged up to 245,960 in 2015 (+0.9%).

The subject property is located one block south of Central Avenue immediately east of ML King Street South in the West CBD; the neighborhood to the west is now known as the Edge District, a mixed-use corridor along Central Avenue, extending west to I-275. In the immediate neighborhood Central Avenue is a 2-lane roadway with diagonal street parking and upgraded streetscape improvements (landscaped islands, antique lamps, roundabout at 11th Street, etc.). Much of this work was done in the 1990’s during the initial years of Tropicana Field and the Tampa Bay Rays. Traffic volume is relatively light on Central Avenue, roughly 5,800 cars per day but represents a 26% increase in the last 3 years.

The immediate subject neighborhood features a number of local businesses, many of which have started in the last 10 years. These include offices, restaurants, clubs, cafes, boutique shops, furniture outlets, and general retail. There had been considerable turnover of owners and tenants in the small, older, commercial buildings lining Central Avenue in this area, particularly during the recent national recession. Many of the original businesses in the area were attracted as part of the opening of Tropicana Field and the expected demand for goods and services generated by fan traffic. Other than Ferg’s, a popular sports bar, many of these businesses have closed or converted to other uses not specifically reliant on the sports venue. Since 2013 however, the business climate in the Edge has matured, stabilized, and improved much like the greater CBD in St. Petersburg. Many of the retail, gallery, and entertainment businesses now located in the Edge have responded to the explosive population growth in the downtown area.
And in 2017 we see major residential development occurring west of ML King Street; Bainbridge Companies is currently constructing 930 Central Flats, a 218-unit, 5-story, rental project (See Land Sale 4 later in report). Even closer to the subject is The Hermitage, a 348-unit mid-rise, recently completed in the block adjacent east of the subject (see land Sale 2); a multi-level parking garage with Publix supermarket and Chihuly Collection gallery is being completed in 1st Quarter 2017 in the 700 Block of Central Avenue due north of The Hermitage.

Adding to the sudden resurgence of the West CBD was the December 2016 acquisition of the long-dormant Union Trust tract at 801 Central Avenue (see Land Sale 3) by the Related Group for $9.18 million; this 7 and 15-story project will include street level retail and restaurant in the historic bank building and 377 rental units on a 2.49-acre site two blocks north of the subject.

Immediate south of the Union Trust tract is the Social Security Administration office with two-level parking garage; this facility is due north of Subject Tract 1. Northeast of the Social Security office is Morean Arts Center.

1st Avenue South, which lies one block south, is the inbound, 3-lane (one-way) artery serving the CBD; it carries 10,082 cars per day; 1st Avenue North, which lies one block north, is the outbound CBD artery; the outbound road carries approximately 10,800 cars per day.

The Tropicana Field Commercial District (Edge District), a well-established but evolving corridor of local business and multi-family residential uses lying in the west section of the CBD from ML King Street west to 16th Street. ML King and 16th Streets are major, 4-lane, north/south arteries linking the CBD with areas in the northeast and southeast sections of the city.

Interstate 275, which extends north and south through St. Petersburg, lies 0.7 miles west of the subject with an ac-
cess ramp at 5th Avenue North (0.8 miles northwest of subject); I-375 is the short spur section flanking the north limits of the CBD; I-175 is the spur at the south limits, which lies just south of Tropicana Field; Tropicana Field, home of the Tampa Bay Rays (MLB) is situated 0.3 miles southwest of the subject property.

The CBD is home to many large, corporate employers and the city’s largest office facilities. Progress Energy (now Duke Energy) purchased the downtown site of the Floricá International Museum from the city and constructed a 200,000-square foot office complex in the northeast quadrant of the CBD.

Luxury, waterfront units continue to be developed along St. Petersburg’s Bayfront area. Anchoring the east central section of the subject neighborhood is Bayfront Tower (258 units), a 29-story residential condominium built in the 1970’s which has a commanding view of St. Petersburg’s waterfront. After several decades as the only luxury condominium in downtown, there are now four major residential projects recently completed in the northeast sector of the CBD. These include Florencia, a 50-unit, 21-story condominium (2000); Cloisters, a 14-story, 32-unit condominium (1999); and Vinoy Place and City Homes adjacent to the resort on 5th Avenue NE (105 units). Parkshore Plaza is a 29-story condominium tower with townhouse units over commercial space at the perimeter, located at Beach Drive and 3rd Avenue North; the 120-unit project was completed in 2006. Three additional condominium projects, Ovation, Signature Place, and 400 Beach, were completed at the end of the boom period in the 2000’s. The five-star, Vinoy Renaissance Resort Hotel is located on the bayfront at 5th Avenue NE.
The table below illustrates the geographic dispersion of condominium development in the CBD in the 40-year period 1975 through 2014:

<table>
<thead>
<tr>
<th>Condo Projects</th>
<th>Bldgs</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bayfront Area</td>
<td>8</td>
<td>503</td>
</tr>
<tr>
<td>CBD Core</td>
<td>3</td>
<td>620</td>
</tr>
<tr>
<td>CBD Fringe</td>
<td>12</td>
<td>735</td>
</tr>
<tr>
<td>Totals</td>
<td>23</td>
<td>1,858</td>
</tr>
</tbody>
</table>

This table chronicles the pace of condominium development in Downtown St. Petersburg over the last four decades:

<table>
<thead>
<tr>
<th>Period</th>
<th>Yrs</th>
<th>Total Units Developed</th>
<th>Units Per Year</th>
<th>Variance from 40-yr Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1975-2014</td>
<td>40</td>
<td>1,858</td>
<td>46</td>
<td>0</td>
</tr>
<tr>
<td>1980-2014</td>
<td>35</td>
<td>1,600</td>
<td>46</td>
<td>0</td>
</tr>
<tr>
<td>1990-2014</td>
<td>25</td>
<td>1,504</td>
<td>60</td>
<td>+30.4</td>
</tr>
<tr>
<td>2000-2014</td>
<td>15</td>
<td>1,442</td>
<td>96</td>
<td>+108.7</td>
</tr>
<tr>
<td>2000-2007</td>
<td>8</td>
<td>1,063</td>
<td>133</td>
<td>+189.1</td>
</tr>
<tr>
<td>2008-2014</td>
<td>7</td>
<td>379</td>
<td>54</td>
<td>+17.4</td>
</tr>
</tbody>
</table>

We can see the increasing velocity of development that commenced in the 1990s with an initial jump of 30.4%, which was then followed by the exuberant boom of the early 2000s decade. The most recent period is impressive in that it followed the devastating shakeout in 2007 and 2008, where many of the units last developed were wholesaled by lenders at greatly reduced prices.

If we assume a ratio of 1.5 persons per new condominium unit developed, the population increase since 2000 would be +2,163. Factoring in the price levels of these units, it is obvious that this population surge is likely in the upper 10% of Pinellas County residents in terms of household income.
The Edge District of the CBD near Tropicana Field (subject area) also participated in the recent boom period (2000 to 2006) residential renaissance in Downtown St. Petersburg. 1010 Central is a 116-unit, 5-story condominium with parking garage in the center of the complex; it also features retail units at street level along Central Avenue. The residential units in 1010 sold out quickly after completion in 2007 at prices from $200,000 to $400,000 MOL; however, many of the units were purchased by investors anticipating a spike in re-sale prices that never came. In fact, re-sales in 1010 suffered substantial declines (40%+) in the depths of the collapse (2009 through 2012). There were several other condominium and townhouse projects planned and approved in the west CBD during the boom period. Two were located on the south side of Central due south of subject property. Neither of these projects was developed and one of the sites was acquired by a local investor in 2014 for $1.65 million, roughly 50% of the boom period price; this was resold in 2016 (see Land Sale 4) for 140% of the boom period price.

Somewhat earlier, in 2012, the CBD core market began a strong resurgence with a total of $20 million of land purchases; these transactions involved 8 prime CBD parcels, which were acquired for apartments, mixed-use projects, bank, restaurants, and one future project.

The largest entry into the Edge market was the 358-unit, rental apartment complex (Fusion 1560), which was completed in 2011 on a 3.24-acre site at Central Avenue and 16th Street, adjacent north of Tropicana Field. This ambitious project by an Ohio-based developer is a 5-story structure surrounding a massive, concrete parking garage. The property was acquired in 2007 at a land cost of $68.75 per square foot (including engineering plans, etc.). There were also some extraordinary land development costs for this site, which abuts Brooker Creek. This property was just purchased by a Chicago-based investment fund for $57.5 million, or $160,615 per unit.
A similar sized apartment complex in the CBD, Beacon 430 (326 units), was acquired in September 2015 for $84.5 million ($259,202 per unit). This was one of the major downtown land acquisitions of 2012 involving the Times Publishing Company parking lot at the southwest corner of 4th Street and 3rd Avenue South; it closed in December 2012 at $6.0 million for the 4.3-acre site ($32.03 per square foot).

Immediately east of the subject site, The Hermitage is nearing completion; this 348-unit apartment project is 8 stories with adjacent parking garage; the 2-acre, city block site was purchased in April 2014 for $5.25 million, or $59.66 per square foot (see Land Sale 2).

Just south of the CBD is the city’s largest concentration of health care facilities; Bayfront Health St. Petersburg (502 beds) is 0.7 miles southeast and All Children’s Hospital (216 beds) had adjoining campuses along 6th Street South; All Children’s then abandoned its old facility and constructed a new, 240-bed, 1M-square foot hospital just north of Bayfront (0.6 miles southeast of subject); the $300M project, which includes a 1,000-space parking garage, was completed in late 2009. All Children’s is now associated with Johns Hopkins Medical Center.

Sembler Co. and ZOM Development, Inc. in 2003 completed construction of a 28,000-square foot Publix grocery store, CVS drugstore and local retail shops at 3rd Avenue and 3rd Street South, site of the former Dew Cadillac dealership (0.5 miles southeast). A larger Publix store has just opened in the 700 block of Central Avenue, immediately east of the subject site.

Bay Walk, a $30 million, 130,000-square foot entertainment and retail complex, had been very successful from its opening in 2000 through 2007; after that time the center lost some key tenants and later fell into foreclosure. A local businessman, Bill Edwards, has since purchased the complex and completely rebuilt it with a new design and
tenant mix; it is now known as Sundial at St. Pete; tenants include Ruth’s Chris Steak House, Locale Market, Sea Salt (from Naples), Diamonds Direct, Marilyn Monroe Spa, Tracy Negoshian (designer fashions), Chico’s, White House Black Market, and Muvico (cinema).

Another important attractor for the CBD is St. Anthony’s Hospital (member of Baycare health network), a 395-bed facility located 0.4 miles northwest of the subject between 9th Avenue and 5th Avenue North (west of M.L. King Street).

The St. Petersburg CBD is an area that has been completely transformed in the last 10 years. The most dramatic change has been the introduction of several thousand multi-family housing units in the form of townhouses, city homes, high-rise condominiums, and rental apartments. The majority of these units are high quality, high cost homes that have attracted upper income residents from the Tampa Bay area and far beyond.

Land values in the CBD escalated dramatically from the $25.00 to $100.00+ per square foot range in the final years of the boom. Following the credit collapse of 2008 there was the expected decline in land values, consistent with other areas of Pinellas. There were very few transactions from 2009 through 2011 as owners with high bases in sites waited for a market turnaround. Some properties could not wait and fell into foreclosure; many of these were then sold in 2012, as noted earlier ($20.0 million in transactions in 2012).

Since 2012 the downtown St. Petersburg market has been explosive in its recovery. In fact, prime CBD land prices ($150 to $200 per square foot) have far exceeded the levels of the 2004-2005 boom. St. Petersburg’s CBD has reached a critical mass in the last 10 years in terms of new residents, employers, entertainment venues, and international reputation such that, it is now leading the county and Tampa Bay area in the sustained market recovery.
WEBB CITY REPLAT

BEING A REPLAT OF ALL OF BLOCK 49 AND A PORTION OF BLOCK 48, "REVISED MAP OF THE CITY OF ST. PETERSBURG", AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHT OF WAY, SOUTHWEST 1/4, SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

The undersignedCounty Surveyor of the County of Pinellas, Florida, hereby certifies that the plan hereinafter described is a true and correct description of the real property known as "WEBB CITY REPLAT", together with the balance of the hereinafter described real property, which is to be vacated.

COUNTY OF PINELLAS

Attest:

[Signatures]

[Seal of County]

[Date: County Seal]

ACKNOWLEDGEMENT

I, the undersigned, being of the age of 18 years, do hereby certify that the plan hereinafter described is a true and correct description of the real property known as "WEBB CITY REPLAT", together with the balance of the hereinafter described real property, which is to be vacated.

[Signatures]

[Seal of County]

[Date: County Seal]

[Notary Public]

[Name of Notary Public]

[Seal of Notary Public]

[Date: Notary Public Seal]
Utilities/Services:

Water: City of St. Petersburg
Sewer: City of St. Petersburg
Telephone: Frontier Communications
Police: St. Petersburg Police Department
Fire/EMS: St. Petersburg Fire & Rescue
Public Transportation: PSTA (bus service)

SITE DESCRIPTION:

Physical Location: The flag-shaped site (see plat and aerial photo) is located south of 1st Avenue South and north of 3rd Avenue South and between 8th Street South and Dr. ML King Street South in the West CBD of Downtown St. Petersburg; Subject Tract 1 (North) is identified as 800 1st Avenue South, St. Petersburg, Florida 33701; Tract 2 (South) is the parking lot adjacent west of 800 2nd Avenue South (United Insurance Holdings)

Data Sources: Filed plat (WEBB CITY REPLAT, Plat Book 90, Page 74, Public Records of Pinellas County, Florida); Pinellas County Property Appraiser’s records

Land Area: Subject property has a total land area of 199,939 square feet or 4.59 acres MOL, which is broken down as:

-Tract 1 (North) Fee Simple: 133,222 square feet or 3.06 acres MOL (66.6%)
-Tract 2 (South) Leased Fee: 66,717 square feet or 1.53 acres MOL (33.4%)

Configuration: Flag-shape consisting of two abutting rectangles

Primary Frontage: Tract 1; 493.27 feet on south side of 1st Avenue South
Tract 2; 270.00 feet frontage on east side of ML King Street South
Secondary Frontage:  Tract 1; 270 feet on both ML King Street and 8th Street South
                      Tract 2; 247 feet on north side of 3rd Avenue South

Depth:            Tract 1; 270 feet MOL
                      Tract 2; 247 feet MOL

Topography/Drainage:  Subject site is generally level and slightly above road grade.

Flood Zone Designation:  Subject property is located in Flood Zone Zone X-Unshaded, area is outside 500-year flood hazard, according to Federal Emergency Management Agency Map Panel 12103C 0219G; September 3, 2003.

Easements/Encroachments:  The filed plat for Webb City Replat indicates the portion of 2nd Avenue South between 8th Street and ML King Street South has been vacated; however, this roadway has never been closed off and is maintained by the city as a 2-way right-of-way; therefore, the appraisal is based on a hypothetical condition that this section of 2nd Avenue South is actually vacated and closed, and thus available for development (See #1 Assumptions and Limiting Conditions).
                      Tract 1 and Tract 2; There is a 20± foot wide alley right-of-way extending from east to west through the middle of the blocks. Although these could likely be vacated in the event of redevelopment of the entire block, it is unknown what utilities are located within this right-of-way which may need to be relocated in the event the right-of-way was vacated. In some cases developers will maintain a utility easement in a vacated alley to avoid the cost of relocating utilities.
Soil Conditions: Unknown. For purposes of this appraisal it is assumed there are no adverse subsoil conditions, although this is not warranted.

Visibility from Street: Subject site has good visibility from all of its surrounding streets.

Access: Tract 1 has excellent vehicular access due to frontage on 3 streets; Tract 2 has above average access with frontage on 2 streets.

Improvements: Tract 1 and Tract 2 are currently utilized as surface parking; as such each has incidental/interim use improvements such as asphalt and concrete paving, perimeter fencing, yard lighting, landscaping and other site structures.

Conclusion: Subject comprises 1.5 blocks in the West CBD of St. Petersburg; as such, it is one of the largest assembled tracts in the entire CBD; this increases its attractiveness and marketability as it eliminates the tedious process of assembling a large tract from many smaller ownerships in a given area; it also occupies a strategic position between 3 major, multi-family projects in various stages of planning and construction and is adjacent southwest of the recently opened Publix supermarket in the 700 block of Central Avenue.
Highest and Best Use:
The subject property is a 4.59-acre, CBD site with its southerly half-block encumbered by a long-term land lease. It has some favorable aspects that are balanced by some negative conditions. The positive factors include:

1- Convenient location in West CBD/Tropicana Field neighborhood just east of the emerging Edge District
2- Good access to interstate highway system
3- Dense population in primary market area with strong, recent growth trend
4- Subject site (Tracts 1 and 2) have rectangular shapes and good to excellent access
5- Subject site has excellent support in terms of complementary uses; 3 major, multi-family projects surround the site
6- Area has been upgraded by municipal investments in streetscape
7- One investor has purchased $5.25 million of commercial properties in the Edge District in last 3 years
8- CBD market is enjoying a robust recovery with extensive new development after a lengthy recession, credit crisis and residential collapse
9- $20 Million in land purchases recorded in CBD in 2012; most were for proposed apartment developments
10- Two major land purchases in Downtown Core area at prices ranging from $175 to $200 per square foot; two additional purchases pending in 2017 in the same range (400 Central and Onyx site)
11- 1,442 Condominium units completed from 2000 to 2014 in CBD; 300+ additional units under construction in early 2017
12- 3,000+ New rental units completed, under construction, or in planning phase in last 7 years in CBD
13- DC-1 zoning offers broad array of development possibilities with liberal FAR, setbacks, and other requirements
14- Subject site is located in a non-flood prone area
15- Excellent credit and equity availability for major CBD projects
The subject property also has some negative aspects that include:

1- Tract 2 is encumbered by a long-term land lease for parking (United Insurance/tenant), which is extremely unfavorable to lessor and has remaining term of 69 years
2- Risk associated with overbuilding in a rapidly growing sub-market
3- Investor survey in early 2017 indicates recognition of market peak in business cycle
4- Sub-par GDP growth for economic recovery period

Given the overwhelming positive assessment of the subject property, I have concluded highest and best use (Tract 1) to be multi-family residential development with street-level retail; the convenient proximity in the CBD, major employers, entertainment venues, and restaurants offered by this site and the explosive growth of the market are the predominant factors leading to this conclusion.

Tract 2, however, is encumbered by an onerous land lease with remaining term of 69 years; the high underlying land value (fee simple) presents the opportunity for an investment in a “land bank”, which is the only apparent use for the leased fee at this time.

Marketability:

Tract 1’s marketability is rated excellent at this time. This assessment is based on the improving economy, the strength of the CBD market, the size of the subject tract, and other factors enumerated in the highest and best use analysis earlier. Potential buyers include primarily national and regional developers seeking a large, well located, CBD site. Marketability of Tract 2 is rated very poor due to the highly disadvantageous land lease encumbering the property for the next 69 years.

Estimated Marketing Time: 12 months
Estimated Exposure Time: 12 months
Valuation Process:

Cost approach was omitted due to the lack of building improvements and the determination of highest and best use.

Sales Comparison approach is normally the only reliable method of valuing CBD sites in this market; this approach has been applied and the unit of measure is price paid per square foot of land area.

Income capitalization approach has been applied only in the valuation of Tract 2, which is encumbered by a long-term land lease; valuation of the leased fee is most properly addressed by the income method known as discounted cash flow analysis (DCF). The income approach is not relevant in the appraisal of Tract 1 (fee simple).
Sales Comparison Approach:

I have selected six, recent land sales from the St. Petersburg CBD market as the best indicators of subject’s land value. The comparable sales closed between March 2014 and December 2016. The CBD land sub-market has been extremely strong with significant appreciation over this period; therefore, the older sales were adjusted upward for market conditions. The sales reflected cash terms or conventional bank financing and therefore, there was no need for adjustments for favorable financing.

Because of the long-term encumbrance affecting subject Tract 2, it was necessary to analyze the property as two distinct sites based upon their highest and best use.

Tract 1 Valuation:

The reader is referred to the Land Chart A (Subject Tract 1) in this section, which summarizes the comparative analysis on a price per square foot basis.

Sale 1 is the March 2014 acquisition of a large, corner site of 2.87 acres located on 3rd Street South at 4th Avenue South (0.5 miles SE); this sale required a large upward adjustment for market conditions as it closed 3 years ago; this property has since been developed with a high-rise, rental apartment complex with 357 units; location is rated superior to the subject’s as it is just south of the core area where land values now exceed $150 per square foot; upward adjustments were also applied for the interior position and inferior configuration; all other categories revealed neutral comparisons; this sale indicates a unit value of $74.27 for the subject, which is 7.6% above the adjusted mean ($68.99).

Sale 2 is the April 2014 acquisition of a large, whole-block site of 2.02 acres located on 1st Avenue South at 8th Street (immediate east); this sale required an upward adjustment for market conditions due to appreciation over the last 3 years; this property has since been developed with a mid-rise, 348-unit, rental apartment complex (Hermitage); location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $73.68 for the subject, which is 6.8% above the adjusted mean ($68.99).

Sale 3 is the very recent (December 2016) acquisition of a large, whole-block site of 2.49 acres located on Central Avenue between 8th Street and ML King Street (0.1 miles north); this tract will be developed by the Related Group as a 377-unit, rental apartment with street-level retail; location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; a minor downward adjustment was applied under “other” to reflect the nominal contribution of the historic landmark structure (Union Trust Bank) on the
site; all other categories revealed neutral comparisons; this sale indicates a unit value of $76.21 for the subject, which is 10.5% above the adjusted mean ($68.99).

Sale 4 is the recent (August 2016) acquisition of a large, mid-block site of 1.52 acres located on Central Avenue just west of ML King Street (0.1 miles west); this tract is being developed by the Bainbridge Companies as a 218-unit, mid-rise, rental apartment with street-level retail; location/zoning (DC-1) are rated slightly inferior to subject’s; the interior position was rated inferior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $81.89 for the subject, which is 18.7% above the adjusted mean ($68.99).

Sale 5 is the recent (September 2016) acquisition of a smaller, part-block site of 1.15 acres located on Arlington Avenue at the NW corner of ML King Street (0.1 miles northwest); this tract is being developed by the Proluxe Properties as a 34-unit, moderate-priced, townhouse project; location/zoning (DC-2) are rated inferior to subject’s; the single-corner position and shallow parcel depth required upward adjustments; all other categories revealed neutral comparisons; this sale indicates a unit value of $56.55 for the subject, which is 18% below the adjusted mean ($68.99).

Sale 6 is the recent (August 2016) acquisition of a large site of 2.41 acres located on 6th Avenue South at the NW corner of ML King Street (0.3 miles south); this tract will be developed by the Richman Group as a 132-unit, mid-rise, apartment; location/zoning (CRT-1) are rated much inferior to subject’s; the single-corner position and irregular shape required upward adjustments; all other categories revealed neutral comparisons; this sale indicates a unit value of $51.35 for the subject, which is 25.6% below the adjusted mean ($68.99).

The adjusted unit values of the 6 comparables range from $51.35 (Sale 6) to $81.89 (Sale 4), resulting in a broad variance of 59.5%. This is due primarily to the rapid appreciation in the CBD market and the location/zoning differentials. The adjusted mean price was $68.99 per square foot and the median was $73.97. Setting aside the two low outliers, Sales 5 and 6, the variance is reduced to 11.1%, which is a much more focused range.

I have assigned statistical weights to the sales based upon their proximity and degree of comparability. Sales 2, 3, and 4 clearly emerge as the most relevant indicators of value for the subject site as they required fewer and smaller adjustments than the other sales. The weighted mean of the data was roughly 3.6% greater than the natural mean.
Therefore, based upon my analysis of the 6 comparable sales, I have selected a unit value of $71.50 per square foot for Tract 1:

133,222 sq. ft. @ $71.50 = $9,525,373

Rounded, $9,525,000
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SALE #1: NE CORNER 4TH AVENUE SOUTH AND 3RD STREET

SALE #2: SW CORNER 8TH STREET AND 1ST AVENUE SOUTH
SALE #3: 801 CENTRAL AVENUE

SALE #4: 930 CENTRAL AVENUE
SALE #5: NW CORNER ARLINGTON AVENUE & ML KING STREET N

SALE #6: NW CORNER 6TH AVENUE SOUTH & ML KING STREET S
Tract 2 Valuation (Fee Simple):

The reader is referred to the Land Chart B (Subject Tract 2) in this section, which summarizes the comparative analysis on a price per square foot basis. The purpose of this analysis is to establish the base value of Tract 2 in fee simple interest, which will later be used to address leased fee value as the parcel is encumbered by a long-term land lease. The same six land sales utilized in the valuation of Tract 1 will also be employed in this analysis.

Sale 1 required a large upward adjustment for market conditions as it closed 3 years ago; this property has since been developed with a high-rise, rental apartment complex with 357 units; location is rated superior to the subject’s as it is just south of the core area where land values now exceed $150 per square foot; upward adjustments were also applied for the interior position and inferior configuration; all other categories revealed neutral comparisons; this sale indicates a unit value of $69.90 for the subject, which is 6.4% above the adjusted mean ($65.71).

Sale 2 (immediate east) required an upward adjustment for market conditions due to appreciation over the last 3 years; this property has since been developed with a mid-rise, 348-unit, rental apartment complex (Hermitage); location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was superior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $69.80 for the subject, which is 6.2% above the adjusted mean ($65.71).

Sale 3 is the very recent (December 2016) acquisition of a large site on Central Avenue 0.1 miles north; this tract will be developed by the Related Group as a 377-unit, rental apartment with street-level retail; location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was superior to subject; a minor downward adjustment was applied under “other” to reflect the nominal contribution of the historic landmark structure (Union Trust Bank) on the site; all other categories revealed neutral comparisons; this sale indicates a unit value of $71.97 for the subject, which is 9.5% above the adjusted mean ($65.71).

Sale 4 is the recent (August 2016) acquisition of a large, mid-block site located on Central Avenue just west of ML King Street (0.1 miles west); this tract is being developed by the Bainbridge Companies as a 218-unit, mid-rise, rental apartment with street-level retail; location/zoning (DC-1) are rated slightly inferior to subject’s; the interior position was rated inferior to subject; all other categories revealed neutral comparisons; this sale indicates a unit value of $78.33 for the subject, which is 19.2% above the adjusted mean ($65.71).

Sale 5’s location/zoning (DC-2) are rated inferior to subject’s; the shallow parcel depth required upward adjustment; all other categories revealed neutral comparisons; this sale indi-
icates a unit value of $54.60 for the subject, which is 16.9% below the adjusted mean ($65.71).

Sale 6 (0.3 miles south); this tract will be developed by the Richman Group as a 132-unit, mid-rise, apartment; location/zoning (CRT-1) are rated much inferior to subject's; the irregular shape required upward adjustment; all other categories revealed neutral comparisons; this sale indicates a unit value of $49.64 for the subject, which is 24.5% below the adjusted mean ($65.71).

The adjusted unit values of the 6 comparables range from $49.64 (Sale 6) to $78.33 (Sale 4), resulting in a broad variance of 57.8%. This is due primarily to the rapid appreciation in the CBD market and the location/zoning differentials. The adjusted mean price was $65.71 per square foot and the median was $69.85. Setting aside the two low outliers, Sales 5 and 6, the variance is reduced to 12.2%, which is a much more focused range.

I have assigned statistical weights to the sales based upon their proximity and degree of comparability. Sales 2, 3, and 4 clearly emerge as the most relevant indicators of value for the subject site as they required fewer and smaller adjustments than the other sales. The weighted mean of the data was roughly 3.5% greater than the natural mean.

Therefore, based upon my analysis of the 6 comparable sales, I have selected a unit value of $68.00 per square foot for Tract 1:

66,717 sq. ft. @ $68.00 = $4,536,756

Rounded, $4,535,000 (Fee Simple)
<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Description 1</th>
<th>Description 2</th>
<th>Description 3</th>
<th>Description 4</th>
<th>Description 5</th>
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</thead>
<tbody>
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<td>St Petersburg</td>
<td>St Petersburg</td>
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Income Capitalization Approach.

This method is applicable to Subject Tract 2 as land leased fee interests are often marketed as investments. This approach is based on the current market rent for the site as established by comparable ground leases in the area. The net income generated is then discounted at a yield rate drawn from recent sales of similar investment properties in the Tampa Bay area.

As discussed earlier in the valuation methodology and scope sections of this report, the most relevant methodology for valuing the leased fee interest of Tract 2 is the discounted cash flow model or analysis (DCF). The DCF is actually a combination of sales comparison and income approaches, which is appropriate for all properties generating an uneven cash flow over a specified period of time followed by a recapture, or reversion, of the underlying land asset.

The sales comparison approach is the first step in the DCF approach and involves estimation the current market value of the land in fee simple interest. This was accomplished in the previous section of the report, where we estimated current land value at $4,535,000, or roughly $68.00 per square foot. This is an important first step as it provides a basis for the site’s market rent, which is usually expressed as an annual percentage return on the base value of the asset. Current land leases in the Tampa Bay area are invariably absolute net agreements, wherein the lessee is responsible for all normal operating expenses such as taxes and insurance.

Secondly, the land rent is typically based upon an accepted rate of return on the underlying land value. I have analyzed 10 ground leases in Tampa Bay, which are primarily for highway retail sites developed as big box stores, banks, restaurants, and fuel facilities; these represent newer improvements indicative of their sites’ highest and best use.

The return rates vary widely from as low as 5.8% to 15.3% for a recent build-to-suit convenience/fuel outlet. Generally, the more recent examples tend to set the lower limit of the return range; consistent with the low-inflation, low-return investment environment of 2016. The mean of the 10 comparables is 9.6%; the median is 8.45%.

With CBD properties historically reflecting lower cap rates than their suburban counterparts, it is reasonable to select the low end of the range, i.e., 6% of the fee simple land value:

\[ \text{\$4,535,000} \times 6.0\% = \text{\$272,100/Year, or \$22,675/Month} \]

Now, comparing our market rent with the actual contract rent for Tract 1, we see a radical disconnect. Contract land rent in 2017 is $1,415.47/Month, or $16,985/Year. The annual rent is 25% less than the market monthly rent. Furthermore, the Tract 1 land lease is not absolute
net but rather, tasks the lessor with payment of annual property taxes. At the 2017 assessment level for Tract 1 ($813,758), the property tax is $19,181, which is 113% of annual contract rent. This results in a negative NOI (Net Operating Income) of -$2,196.

Recalling the discussion of property taxes from page 6 of the report, we noted that the taxable assessment of $813,758 equates to $12.20 per square foot of Tract 2; this figure is roughly 18% of the tract’s current market value in fee simple interest. This is an important consideration in the valuation of Tract 2’s leased fee value as there is substantial risk of an increase in assessment, which would generate an annual tax burden much greater than the current land rent and result in a much higher, negative NOI. For example, if the assessment were increased to 50% of market value, or $2,267,500 ($4,535,000 x 50% = $2,267,500), the annual tax would escalate to $50,614; and leave a negative NOI of -$33,629 (versus -$2,196 at current assessment).

This scenario presents an enormous marketing challenge for Tract 2 as an investment. Even considering the high underlying land value at present ($68.00 per square foot) and the potential reversion value in 2086, an investor would balk at the heavy annual outflows in excess of $33,000, which would total a minimum of $2,320,400 over the remaining 69-year term. Result is that the market value of the leased fee would be depressed to a nominal amount.

Assuming a land value growth of 1% per year for the remaining term, our reversion value would escalate to $9,010,566, rounded to $9,000,000. This is roughly 200% of the current fee simple value. Discounting the reversion value at a safe rate of 3% annual for the 69 years results in a net present value (NPV) of $1,170,777.

Likewise, discounting the annual cash outflows of $33,629 for the remaining term results in a NPV of -$1,004,399. Therefore:

- **NPV of Reversion Land Value:** $1,170,777
- **NPV of Annual NOI for 69 Years:** -$1,004,399
- **NPV of the Leased Fee:** $166,378
- **Rounded:** $165,000
Reconciliation:

The subject property is a 4.59-acre site located in the West CBD of St. Petersburg, Florida. It is marginally improved with paving and other incidental sitework. The appraisal is based upon the hypothetical condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city. Including the right-of-way increases the site's buildable land area by approximately 37,000 square feet.

The subject property was subdivided into north (Tract 1) and south (Tract 2) sections for analytical and valuation purposes. This was dictated by the long-term encumbrance on Tract 2 (land lease), which essentially precluded fee simple uses for the next 69 years. The north portion (Tract 1) is an entire city block itself and is, of course, a stand-alone, development tract in fee simple interest.

The CBD market has exhibited explosive growth in terms of activity and land prices over the last 4 years and is clearly one of the strongest sub-markets in the Tampa Bay area and beyond. The subject site is flanked by two current multi-family projects and a third in the design stage. Highest and best use (Tract 1) was concluded to be multi-family residential development with street-level retail. Tract 2 has a highest and best use as a "land bank", which is the only apparent use for the leased fee at this time.

The cost approach was omitted from the appraisal due to the lack of building improvements and the determinations of highest and best use.

The sales comparison approach is normally the only reliable method of valuing fee simple CBD sites in this market; this approach has been applied and the unit of measure was price paid per square foot of land area. This was the singular approach applied to Tract 1; 4 of the 6 comparable sales focused upon a unit value of $71.50 per square foot, which led to a conclusion of market value of $9,525,000.

The sales comparison approach was also applied to Tract 2 (as though fee simple) as the initial step in the DCF analysis of the leased fee property. Again, 4 of the 6 sales focused upon a unit value of $68.00 per square foot, which led to a conclusion of market value (fee simple) of $4,535,000.

The income capitalization approach has been applied only in the valuation of Tract 2, which is encumbered by a long-term land lease; valuation of the leased fee is most properly addressed by the income method known as discounted cash flow analysis (DCF). Beginning with the estimation of fee simple value of $4,535,000 we learned that the current contract
rent for Tract 2 was a fraction of market value with the added disadvantage for the lessor of responsibility for property tax payments. Making some reasonable assumptions regarding potential tax burden and future land value at reversion (2086), we constructed a DCF model wherein the NPV of the land reversion barely exceeded the NPV of the annual cash outlays by the lessor. This resulted in a nominal leased fee value estimate of $165,000 for Tract 2.

In the final reconciliation, I have placed singular weight on the sales comparison approach for Tract 1 and singular weight on the DCF analysis for Tract 2 as the only two reasonable methodologies for these two distinctive portions of the defined subject property.

I have estimated prospective market value of the total subject property “AS IS”, in fee simple and leased fee interests, as of March 1, 2017, at $9,690,000.

Allocation of value is as follows:

Tract 1; North Section (Fee Simple): $9,525,000
Tract 2; South Section (Leased Fee): $165,000
CERTIFICATION

This is to certify that, upon request for valuation by Bruce Grimes, Director, City of St. Petersburg, I have personally inspected, collected, and analyzed various data, and appraised the fee simple and leased fee interest of the CBD Site; 4.59 Acres MOL (WEBB CITY REPLAT, Lots 1 thru 3, Block 1) located at 800 1st Avenue South, St. Petersburg, Florida 33701. The property is more fully described in the attached report.

I certify that, to the best of my knowledge and belief:

♦ The statements of fact contained in this report are true and correct.

♦ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

♦ I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.

♦ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

♦ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

♦ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

♦ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

♦ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Profes-
I have made a personal inspection of the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this certification.

As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

The appraiser is qualified to appraise this property with respect to the Competency Provision of USPAP.

The appraiser has not appraised nor provided other professional services for the subject property in the last three years.

This certificate is in accordance with the Uniform Standards of Professional Appraisal Practice Standard Rule 2-3 and with the Appraisal Institute's Supplemental Standards of Professional Practice.

The reader should review the assumptions and limiting conditions included in this report, including the special hypothetical condition concerning the city right-of-way.

C. Richard Tobias
C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705
ASSUMPTIONS AND LIMITING CONDITIONS

1. The Appraisal was based on the Hypothetical Condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced. Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

2. The conclusions as to market value contained herein represent the opinion of the undersigned and are not to be construed in any way as a guarantee or warranty, either expressed or implied, that the property described herein will actually sell for the market value contained in this opinion.

3. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

4. The property is appraised free and clear of all encumbrances, unless otherwise noted.

5. No survey of the property was made or caused to be made by the appraiser. It is assumed the legal description closely delineates the property. It was checked with public records for accuracy. Drawings in this report are to assist the reader in visualizing the property and are only an approximation of grounds or building plan.

6. It is assumed that there are no hidden or unapparent conditions of the property's subsoil or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. Subsurface rights (minerals, oil, or water) were not considered in this report.

8. Description and condition of physical improvements are based on visual observation. As no engineering tests were conducted, no liability can be assumed for soundness of structural members.
9. All value estimates have been made contingent on zoning regulations and land use plans in effect as of the date of appraisal, and based on information provided by governmental authorities and employees.

10. It is assumed that there is full compliance with all applicable federal, state, and local environmental laws and regulations, unless noncompliance is stated, defined, and considered in the appraisal report.

11. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

12. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

13. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

14. Appraisal does not constitute an inspection for compliance with local building, fire, or zoning codes. Reader is advised to contact local government offices to ensure compliance with applicable ordinances.

15. This appraisal report covers only the premises herein; and no figures provided, analysis thereof, or any unit values derived are to be construed as applicable to any other property, however similar they may be.

16. Certain data used in compiling this report was furnished by the client, his counsel, employees, and/or agent, or from other sources believed reliable. However, no liability or responsibility may be assumed for complete accuracy.

17. An effort was made to verify each comparable sale noted in the report. There are times when it is impossible to confirm a sale with the parties involved in the transaction; all sales are confirmed through public records.

18. This appraisal has been prepared solely for the exclusive benefit of the client, addressee of the report. It may not be used for any purpose by any person other than the party to whom it is addressed, without the written consent of the appraiser, and in any event only with the proper written qualification and only in its entirety.
19. Estimates of expenses, particularly as to assessment by the County Property Appraiser and subsequent taxes, are based on historical or typical data. Such estimates are based on assumptions and projections which, as with any prediction, are affected by external forces, many unforeseeable. While all estimates are based on my best knowledge and belief, no responsibility can be assumed that such projections will come true.

20. Responsible ownership and competent property management are assumed.

21. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field.
QUALIFICATIONS
C. RICHARD TOBIAS, MAI

EDUCATION:

B.A., 1971, Boston College School of Arts and Sciences

Have passed or received credit for the following courses sponsored by the Appraisal Institute.

1A-1 Real Estate Appraisal Principles
1A-2 Basic Valuation Procedures
1B-1 Capitalization Theory and Techniques
2-1 Case Studies in Real Estate Valuation
2-2 Valuation Analysis and Report Writing
2-3 Standards of Professional Practice
6 Investment Analysis

Attended numerous seminars sponsored by American Institute of Real Estate Appraisers (now Appraisal Institute), Society of Real Estate Appraisers (now Appraisal Institute), Florida State University, National Association of Mutual Savings Banks, and other financial institution associations. Most recent appraisal course was Uniform Standards for Federal Land Acquisitions (June 2010), sponsored by the Appraisal Institute. Most recent seminar was National USPAP Update (April 2016).

Florida State-Certified General Real Estate Appraiser RZ705

Expert witness in appraisal of real estate and businesses --
Circuit Court of Florida, Sixth District
Federal Court, Middle District of Florida

BUSINESS EXPERIENCE:

2015 to Present: Manager/owner, Tobias Realty Advisors, LLC, a firm specializing in appraisal and consulting in commercial and investment real estate in west central Florida.

1987 to 2015: Independent Contractor associated with Valuation Services, Inc. and Tobias Realty Advisors, LLC, firms specializing in appraisal and consulting in commercial and investment real estate. Assignments have included appraisal of a variety of commercial, industrial, and investment properties, as
well as vacant land. Areas of specialization include churches, schools, convenience food/gasoline outlets, restaurants, retail centers, industrial, offices, medical/dental clinics, apartments, and lodging facilities. Appraisal assignments have been prepared for financing, litigation, sale/purchase, and other functions.


1979 to 1980: Associate Appraiser with L. T. Bookhout, Inc., Real Estate Appraisal and Consultation. Assignments included industrial facilities, special purpose properties, undeveloped land tracts, as well as historically significant properties being acquired by the National Park Service.

1977 to 1979: Commercial Loan Analyst/Appraiser with Poughkeepsie Savings Bank. Duties included appraisal of residential and commercial properties for mortgage loan purposes; review and recommendation of commercial loans to Board of Directors; field inspection and analysis of investment properties in Southeast and Southwest United States.

1975 to 1977: Associated with Dutchess County Department of Real Property Tax and City of Beacon, New York in the assessment of properties for ad valorem taxation purposes.

1973 to 1975: Owned and operated masonry contracting firm specializing in custom residential fireplaces, accent walls, exterior facades, etc.

Independently registered Real Estate Broker -- State of Florida; BK348850

PROFESSIONAL AFFILIATIONS:

MAI, Appraisal Institute
Realtor, Florida Gulfcoast Commercial Association of Realtors (FGCAR)

The Appraisal Institute conducts a program of continuing education for its designated members. MAIs who meet the minimum standards of this program are awarded periodic educational certification. C. Richard Tobias is currently certified under this program.

2013 President, Florida Gulf Coast Chapter of Appraisal Institute
ADDENDA
APPRAISAL AGREEMENT

THIS APPRAISAL AGREEMENT, ("Agreement"), made and entered into by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("City") and TOBIAS REALTY ADVISORS, LLC ("Appraiser"), (collectively, "Parties"):  

WITNESSETH

WHEREAS, the City desires to obtain an appraisal substantially in compliance with the appraisal instructions set forth in Exhibit "A", attached hereto, for the real property described in Exhibit "B" ("Property"), attached hereto and made a part hereof; and

WHEREAS, the Appraiser represents that the Appraiser is authorized and qualified to make such appraisal in accordance with recognized appraisal practices and standards and is a currently certified by the State of Florida as a Certified Appraiser.

NOW THEREFORE, in consideration of the promises and covenants contained herein the Parties hereto agree as follows:

1. RECITALS. The above recitals are true and accurate and are incorporated herein.

2. EFFECTIVE DATE; FACSIMILE. The effective date of this Agreement shall be the latest of the dates that the Appraiser and the appropriate City signatories have approved and signed this Agreement ("Effective Date"). A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

3. APPRAISAL COMPLETION DATE; DELIVERY. 
   A. Completion Date. The Appraiser, in conformance with recognized appraisal practices, shall perform the appraisal of the Property and prepare three (3) copies, one unbound and two bound, of the appraisal report ("Appraisal Report") on or before March 7, 2017 ("Completion Date"). Unless otherwise specified herein, the Appraisal Report shall include the market value of any and all interests and rights held by anyone, including but not limited, to leasehold interests and any market rent.

   B. Delivery. Appraiser shall not deliver the Appraisal Report to the City until notifying City of its completion.

4. INSPECTION BY SUPERVISING APPRAISER. The undersigned appraiser, as supervising appraiser or as any status requiring the co-signing of the appraisal report, does hereby affirm the undersigned appraiser has physically and personally inspected the subject property and the individual properties used as comparable sales.

5. LATE COMPLETION. The Appraiser agrees that, in the event the Appraiser fails to complete said Appraisal Report by the Completion Date, the City may assess liquidated damages in the amount of one quarter of one percent (0.25%) of the Appraisal Fee, as set forth below, up to a maximum liquidated damages of $300.00 per day, for each day or part of a day beyond which said reports remain uncompleted. Said assessment shall be deducted from the amount to be paid to the Appraiser by the City. The Completion Date may be extended without assessment of liquidated damages only with the written approval of the City.

C Tobias Realty Advisors 800 First Ave S 2017
APPRAISAL FEE. In consideration for the performance of said appraisal services and furnishing of said Appraisal Report, the City shall pay the Appraiser the sum of Twenty-Eight hundred dollars ($2,800.00) within thirty (30) days following the receipt by the City of an invoice for the amount. The Appraiser agrees to update the Appraisal Report at no cost within one (1) year.

6. APPRAISER'S TESTIMONY. In the event the testimony of the Appraiser is required in any legal proceeding in connection with the City's use of the Appraisal Report, the Appraiser agrees to appear as a witness on behalf of the City and to accept as compensation from the City the sum of TWO HUNDRED AND 00/100 ($200.00) for each half day or less required attendance in court and for preparation in connection with such appearance.

7. TERMINATION. If through any cause, the Appraiser shall fail to fulfill in a timely and proper manner the Appraiser's obligation under this Agreement, the City shall have the right to terminate this Agreement upon the giving of five (5) working days written notice to the Appraiser of said termination and the City shall be relieved of all other obligations hereunder.

8. ENTIRE AGREEMENT. The drafting, execution and delivery of this Agreement by the Parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, unless expressly referred to herein.

9. NO MODIFICATIONS. This Agreement may not be modified unless such modification is in writing and signed by both Parties hereto.

10. NO DISCRIMINATION. The Appraiser shall not discriminate against anyone in the performance of duties under this Agreement because of race, color, religion, age, sex or national origin.

11. INDEMNIFICATION. The Appraiser agrees to pay, indemnify, save and hold the City harmless from any and all claims, demands, damages, loss or liability, actions and suits occurring by reason of any act, error or omission in professional services rendered or that should have been rendered by the Appraiser, its officers, agents, consultants, employees or subcontractors or by any other person or whose acts, errors or omissions the Appraiser is responsible and arising out of the Appraiser's conduct as a real estate appraiser or occurring by reason of any injury to any person or property occasioned by an act or omission, neglect or wrong doing of the Appraiser or any of Appraiser's agents, consultants, employees or subcontractors or by any other person for whom the Appraiser is responsible and the Appraiser shall, at Appraiser's own cost and expense, defend and protect the City against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the services rendered by the Appraiser.

12. DEFAULT. If any claim, demand, liability, damage, loss, action or suit of any nature whatsoever arises due to the breach of, out of, or because of this agreement by the Appraiser, its agents, consultants, employees or subcontractors or due to any action or occurrence of omission or commission of the Appraiser, its agents, consultants, employees or subcontractors the City may, in its discretion, immediately and permanently suspend the Appraiser from its appraiser rotation list without penalty to the City.

13. APPLICABLE LAWS. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed on the date(s) as expressed hereinafter.

WITNESS AS:

Sign: ____________________________
Print: ____________________________

TO APPRAISER:
TOBIAS REALTY ADVISORS, LLC

By: ____________________________
C. Richard Tobias, MAI

Date: ____________________________

AS TO CITY:

ATTEST:

Chan Srinivasa, City Clerk

CITY OF ST. PETERSBURG

By: ____________________________
Bruce Grimes, Director
Real Estate and Property Management
as Mayor's Designee

Date: ____________________________

APPROVED AS TO CONTENT:

City Attorney (Designee)

By: ____________________________
RICHARD B. BADGLEY
Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (Designee)

By: ____________________________
RICHARD B. BADGLEY
Assistant City Attorney
EXHIBIT "A"

APPRaisal INSTRUCTIONS

Appraise the market value of the entire subject parcel subject to a 99 year lease on Lot 3. Lot 3 is improved with a parking lot and is leased to the abutting property owner until 2086.
EXHIBIT "B"

Property Address: 300 - 1st Avenue South, St. Petersburg, FL

Parcel ID No: 19/31/17/95365/001/0010

Legal Description: Lots 1 thru 3, Block 1, WEBB CITY REPLAT
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER
RZ705

The CERTIFIED GENERAL APPRAISER
Named below is CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

TOBIAS, CHARLES R JR
723 20TH AVE N
ST PETERSBURG FL 33704

ISSUED 10/02/2016
DISPLAY AS REQUIRED BY LAW
APPRAISAL OF

CBD SITE; 3.06 ACRES MOL
(WEBB CITY REPLAT, LOTS 1 AND 2, BLOCK 1)
800 1ST AVENUE SOUTH
ST. PETERSBURG, FLORIDA 33701
(8132)

FOR

ALFRED WENDLER, DIRECTOR
REAL ESTATE AND PROPERTY MANAGEMENT
CITY OF ST. PETERSBURG
P.O. BOX 2842
ST. PETERSBURG, FLORIDA 33731
September 19, 2018

Alfred Wendler, Director  
Real Estate and Property Management  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, Florida 33731

Dear Mr. Wendler:

Re: Appraisal of CBD Site; 3.06 Acres MOL  
(WEBB CITY REPLAT, Lots 1 and 2, Block 1)  
800 1st Avenue South, St. Petersburg, Florida 33701

As requested, I have made a detailed investigation, analysis, and appraisal of the fee simple interest of the referenced property, legally described later in the report. This Appraisal has been prepared for our client and intended user, City of St. Petersburg, as an aid in asset management and/or possible disposition (intended use).

In my opinion, the fee simple interest of appraised property, CBD Site; 3.06 Acres MOL (WEBB CITY REPLAT, Lots 1 and 2, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701, had a market value “AS IS”, as of the effective date, September 8, 2018, of EIGHT MILLION DOLLARS ($8,000,000).

1: The Appraisal was based on the Hypothetical Condition that subject property’s zoning contains a specific exclusion of multi-family residential use, and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (Exhibit B), which includes office, hotel, street retail, and support parking garage. Absent this hypothetical condition my opinion of market value would have been significantly higher.

2: The Appraisal was based on the Hypothetical Condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced.

Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

The appraiser is in compliance with the Competency Provision of USPAP with respect to this property. The report is an Appraisal Report, which has been prepared in compliance with the provisions of USPAP, FIRREA, and the specific contractual requirements of the client, City of St. Petersburg. The appraiser had previously appraised the subject property (without Hypothetical Condition 1 above) for the City of St. Petersburg on March 1, 2017.

Respectfully submitted,

TOBIAES REALTY ADVISORS, LLC

C. Richard Tobias  
C. Richard Tobias, MAI  
State-Certified General  
Real Estate Appraiser RZ705
RIGHT HALF OF 2ND AVENUE SOUTH TO BE VACATED AS PART OF SUBJECT; VIEW IS LOOKING WEST TOWARD ML KING STREET

UPC INSURANCE OFFICE DUE SOUTH OF SUBJECT
HERMITAGE APARTMENTS (2016) EAST OF SUBJECT

NEW PARKING GARAGE, PUBLIX MARKET, AND CHIHULY GALLERY
SOCIAL SECURITY OFFICE AND GARAGE NORTH OF SUBJECT

HISTORIC BANK BLOCK (ICON UNDER CONSTRUCTION) AT 801 CENTRAL
APPRAISAL REPORT

Property Identification: CBD Site; 3.06 Acres MOL (WEBB CITY REPLAT, Lots 1 and 2, Block 1), 800 1st Avenue South, St. Petersburg, Florida 33701; the whole-block site is located south of 1st Avenue South and between 8th Street South and Dr. M L King Street South in the West CBD of Downtown St. Petersburg, Pinellas County, Florida.

Client: Alfred Wendler, Director
City of St. Petersburg
P.O. Box 2842
St. Petersburg, Florida 33731

Client Type: A municipality

Appraiser: C. Richard Tobias, MAI
State Certified General Real Estate Appraiser, RZ705

USPAP Competency: Appraiser has 38 years of experience in commercial properties in Pinellas County, including City of St. Petersburg

Purpose of the Appraisal: To provide the client with an opinion of market value "as is" as defined by the Interagency Guidelines.

Market Value is "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and, the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale." ¹

¹ Interagency Appraisal and Evaluation Guidelines, Department of the Treasury; December 2010.
Intended Use: For the sole purpose of providing the client, City of St. Petersburg, an opinion of current market value as aid in asset management and/or possible disposition

Intended User: City of St. Petersburg

Interest Valued: Fee Simple

Property Owner: City of St. Petersburg

3-Year Sales History: Subject property has been under municipal ownership for several decades; there has been no active marketing of the property in the last three years

Date of Inspection: September 8, 2018

Effective Date of Value (AS IS): September 19, 2018

Scope of Work:

- Inspection of the subject property;
- Analysis of regional and neighborhood data with emphasis upon the market for major CBD sites in St. Petersburg;
- Description of property and incidental improvements;
- Analysis of zoning, utilities, services, property taxes, site, and Hypothetical Condition 1 regarding excluded uses;
- Highest and best use analysis;
- Sales comparison approach utilizing recent comparable sales in the local market; adjustments were made to the comparable sales where they materially differed from the subject property; comparables were analyzed on basis of price per square foot of land area; comparables were ranked based on their overall comparability;
• Reconciliation of the methodology and data to provide conclusion of market value of the site “as is” in fee simple.

Legal Description:

Lots 1 and 2, Block 1, WEBB CITY REPLAT, according to the map or plat thereof as recorded in Plat Book 90, Page 74, Public Records of Pinellas County, Florida.

Zoning:

DC-1, Downtown Center; St. Petersburg; this is a zoning category applied to many parcels located in the St. Petersburg CBD; permitted uses include multi-family residential, hotel, office, restaurant/bar, retail sales, banks, service businesses, museums, child care facility, schools, and government buildings; all projects within the Downtown Center districts may utilize bonuses to receive greater development rights (Base FAR is 3.0); these bonuses are specifically written to provide public amenities and to mitigate secondary impacts associated with the additional development rights; sites receiving bonus FAR shall not exceed the Maximum Intensity allowed for the site.

Minimum setback on street face is 0 feet, which increases to 10 or 20 feet as the building height increases, the height triggering the greater setbacks varies from 20 to 200 feet. Minimum setbacks between buildings range from 0 to 80 feet, depending on the specific district, the abutting wall, and the building height.

Parking varies depending on use and location. For example, offices are required to have one parking space for each 500 square feet in the “Downtown Center.”; retail uses have the same minimum requirement of 1 space per 500 square feet.
Hypothetical Condition 1 specifically excludes multi-family residential as a permitted use for subject property.

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Land Use Plan:</td>
<td>CBD/Activity Center; consistent with the zoning designation in place</td>
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<tr>
<td>Tax Parcel Number:</td>
<td>19-31-17-95365-001-0010 (Part)</td>
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<tr>
<td>Property Assessment (2018):</td>
<td>N/A; not separately assessed</td>
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<tr>
<td>Millage Rate (2018):</td>
<td>22.0150</td>
</tr>
<tr>
<td>Real Estate Taxes (2018):</td>
<td>N/A; exempt</td>
</tr>
</tbody>
</table>
Neighborhood Description:

St. Petersburg is the largest municipality (258,449 residents as of 2017) in Pinellas County and lies at the southern tip of the Pinellas peninsula; it comprises 26.7% of the county’s population (968,279). The city’s population had remained relatively stable for the last 20 years. Pinellas County, on the other hand, exhibited a 16.9% population growth in the 1980’s and 8.2% in the 1990’s; since 2010 the county population grew 5.6%. St. Petersburg, with a burst of development activity since 2012, has also grown its population by 5.6% over the last 7 years.

The subject property is located one block south of Central Avenue immediately east of ML King Street South in the West CBD; the neighborhood to the west is now known as the Edge District, a mixed-use corridor along Central Avenue, extending west to I-275. In the immediate neighborhood Central Avenue is a 2-lane roadway with diagonal street parking and upgraded streetscape improvements (landscaped islands, antique lamps, roundabout at 11th Street, etc.). Much of this work was done in the 1990’s during the initial years of Tropicana Field and the Tampa Bay Rays. Traffic volume is relatively light on Central Avenue, roughly 5,700 cars per day but represents a 22% increase in the last 4 years.

The West CBD and Edge District feature a number of local businesses, many of which have started in the last 10 to 15 years. These include offices, restaurants, clubs, cafes, boutique shops, furniture outlets, and general retail. There had been considerable turnover of owners and tenants in the small, older, commercial buildings lining Central Avenue in this area, particularly during the recent national recession. Many of the original businesses in the area were attracted as part of the opening of Tropicana Field and the expected demand for goods and services generated by fan traffic. Other than Ferg’s, a popular sports bar, many of these businesses have closed or converted to other uses not specifically reliant on the sports venue. Since 2013 however, the business climate in the Edge has matured, stabilized, and improved much like the greater CBD in St. Petersburg. Many of the retail, gallery,
and entertainment businesses now located in the Edge have responded to the explosive population growth in the downtown area. The Edge has fostered its own residential eruption in the last 2 years. In early 2018 we find two projects underway at 16th Street, which will add another 462 multi-family units and the 1701 Central Avenue site was just acquired (see Land Sale 8), which will yield 243 units and street-level retail.

And in 2017 we see major residential development occurring west of ML King Street; Bainbridge Companies is nearing completion of 930 Central Flats, a 218-unit, 5-story, rental project (See Land Sale 4 later in report). Even closer to the subject is The Hermitage, a 348-unit mid-rise, recently completed in the block adjacent east of the subject (see land Sale 2); a multi-level parking garage with Publix supermarket and Chihuly Collection gallery was completed in 1st Quarter 2017 in the 700 Block of Central Avenue due north of The Hermitage.

Adding to the sudden resurgence of the West CBD was the December 2016 acquisition of the long-dormant Union Trust tract at 801 Central Avenue (see Land Sale 3) by the Related Group for $9.18 million; this 7 and 15-story project (Icon Central) will include street level retail and restaurant in the historic bank building and 368 rental units on a 2.49-acre site two blocks north of the subject. It is scheduled for completion in mid-2019.

Immediate south of the Union Trust tract is the Social Security Administration office with two-level parking garage; this facility is due north of the subject site. Northeast of the Social Security office is Morean Arts Center.

1st Avenue South, which lies one block south, is the inbound, 3-lane (one-way) artery serving the CBD; it carries 10,082 cars per day; 1st Avenue North, which lies one block north, is the outbound CBD artery; the outbound road carries approximately 11,333 cars per day.
The Tropicana Field Commercial District (Edge District), a well-established but evolving corridor of local business and multi-family residential uses lying in the west section of the CBD from ML King Street west to 16th Street. ML King and 16th Streets are major, 4-lane, north/south arteries linking the CBD with areas in the northeast and southeast sections of the city.

Interstate 275, which extends north and south through St. Petersburg, lies 0.7 miles west of the subject with an access ramp at 5th Avenue North (0.8 miles northwest of subject); I-375 is the short spur section flanking the north limits of the CBD; I-175 is the spur at the south limits, which lies just south of Tropicana Field; Tropicana Field, home of the Tampa Bay Rays (MLB) is situated 0.3 miles southwest of the subject property.

The CBD is home to many large, corporate employers and the city’s largest office facilities. Progress Energy (now Duke Energy) purchased the downtown site of the Florida International Museum from the city and constructed a 226,800-square foot office complex in the northeast quadrant of the CBD. This user facility was completed in 2006 and represents the last office development in Downtown.

Luxury, waterfront units continue to be developed along St. Petersburg’s Bayfront area. Anchoring the east central section of the subject neighborhood is Bayfront Tower (258 units), a 29-story residential condominium built in the 1970’s which has a commanding view of St. Petersburg’s waterfront. After several decades as the only luxury condominium in downtown, there are now four major residential projects recently completed in the northeast sector of the CBD. These include Florencia, a 50-unit, 21-story condominium (2000); Cloisters, a 14-story, 32-unit condominium (1999); and Vinoy Place and City Homes adjacent to the resort on 5th Avenue NE (105 units). Parkshore Plaza is a 29-story condominium tower with townhouse units over commercial space at the perimeter, located at Beach Drive and 3rd Avenue North; the
120-unit project was completed in 2006. Three additional condominium projects, Ovation, Signature Place, and 400 Beach, were completed at the end of the boom period in the 2000's. The five-star, Vinoy Renaissance Resort Hotel is located on the Bayfront at 5th Avenue NE.

The predominant use south of the CBD is institutional, with University of South Florida St. Petersburg campus (0.6 miles southeast of subject) sitting along the north and west of Bayboro Harbor. A US Coast Guard base and a US Army Reserve Training base are also located in the Bayboro area. Bayfront Health St. Petersburg (480 beds) is just 0.3 miles southeast and All Children's (216 beds) had adjoining campuses along 6th Street South; All Children's then abandoned its old facility and constructed a 259-bed, 1M-square foot hospital just north of Bayfront; the $300M project, which includes a 1,000-space parking garage, was completed in late 2009.

Just west of Bayfront Health and All Children's Hospital is a mid-sized, multi-tenant, medical office and Staybridge Suites Hotel (119 rooms); the latter (built in 2014) was acquired by an investor in July 2017 for $20,500,000. A townhouse project will be built on a 40,000-square foot site near Bayfront; land cost here in June 2018 was $33.75 per square foot.

Another important attractor for the West CBD is St. Anthony's Hospital (member of Baycare health network), a 393-bed facility located 0.4 miles northwest of the subject between 9th Avenue and 5th Avenue North (west of M.L. King Street).

From 2012 through 2017 the CBD core market began a strong resurgence with a total of $80 million of land purchases; these transactions involved 13 prime CBD parcels, which were acquired for apartments, condominiums, hotels, and mixed-use projects.
The reader is referred to two charts found in this section of the report. Multi-Family Inventory By Type illustrates the pro rata breakdown between “For Sale” units (Condominiums and townhouse/PUD) and rental units. The rental segment currently represents 54.4% of the total inventory as a result of 1,966 apartments constructed since 2000. That quantity represents 76% of the total rental inventory of units built since 1975. Stated differently, absent the 1,966 apartments built since 2000, the “For Sale” ratio of total units would have been 78%.

The trend toward a higher ratio of rental units is a nationwide phenomenon and based upon the pipeline of units under construction and planned in DTSP, it will grow to nearly 60% in the next few years. For example, the rental units under construction outnumber “For Sale” units 3 to 1; and among planned units the ratio is 1.56 to 1.

The total growth in multi-family inventory over the next few years will be 2,984 units; two-thirds (67%) of the total will be rental units and the balance, 976 units (33%) will be either condominiums or townhouses.

Referring to the second chart, Multi-Family Inventory By Age, we see the changes in the types of units developed over the decades as markets and tastes changed. There was a moderate burst of rental and condominium development in the 1975-1990 era followed by a decade of minimal growth in the 1990s (104 units total).

This was followed by the crazed growth of the early 2000s where 1,299 For Sale units were built, representing 97% of the total inventory. This was the dynamic that resulted in numerous failures and foreclosures, wherein we find some of these projects (see The Sage) built in 2007 undergoing a second sellout in the years 2013 through 2017.

The 2009-2017 period was much more disciplined on the For Sale side with just 451 units (19% of total inventory).
The over-building, if any, had switched to the rental sub-market with 1,928 units (81% of total).

The largest entry into the Edge market was the 358-unit, rental apartment complex (Fusion 1560), which was completed in 2011 on a 3.24-acre site at Central Avenue and 16th Street, adjacent north of Tropicana Field. This ambitious project by an Ohio-based developer is a 5-story structure surrounding a massive, concrete parking garage. The property was acquired in 2007 at a land cost of $68.75 per square foot (including engineering plans, etc.). There were also some extraordinary land development costs for this site, which abuts Brooker Creek. This property was purchased by a Chicago-based investment fund for $57.5 million, or $160,615 per unit in 2015; in June 2018 Fusion sold again for $81.1 million ($226,536 per unit), representing a 41% increase in 3 years.

A similar sized apartment complex in the CBD, Beacon 430 (326 units), was acquired in September 2015 for $84.5 million ($259,202 per unit). East of Beacon 430 a 358-unit complex (Aer), which is now Camden Pier District, was sold in January 2018 for $126,300,000, or $352,793 per unit; this site was purchased in 2014 at $67.22 per square foot (see Land Sale 1). In the northeast CBD a 309-unit, midrise project, Cottonwood Bayview, sold in 2016 for $77,550,000, or $250,971 per unit.

Immediately east of the subject site The Hermitage was completed in 2017; this 348-unit apartment project is 8 stories with adjacent parking garage; the 2-acre, city block site was purchased in April 2014 for $5.25 million, or $59.66 per square foot (see Land Sale 2).

The St. Petersburg CBD is an area that has been completely transformed in the last 10 years. The most dramatic change has been the introduction of several thousand multi-family housing units in the form of townhouses, city homes, high-rise condominiums, and rental apartments. The majority of these units are high quality,
high cost homes that have attracted upper income resi-
dents from the Tampa Bay area and far beyond.

Since 2012 the downtown St. Petersburg market has been
explosive in its recovery. In fact, prime CBD land prices
($150 to $200 per square foot) have far exceeded the lev-
els of the 2004-2005 boom. St. Petersburg’s CBD has
reached a critical mass in the last 10 years in terms of
new residents, employers, entertainment venues, and in-
ternational reputation such that, it is now leading the
county and Tampa Bay area in the sustained market re-
covery.
### Multi-Family Inventory By Type

#### Downtown St Petersburg/2018

<table>
<thead>
<tr>
<th></th>
<th>Existing Units</th>
<th>As % of Total Units</th>
<th>Units Under Construction</th>
<th>As % of Total Units</th>
<th>Proposed Units</th>
<th>As % of Total Units</th>
<th>Total Units</th>
<th>As % of Total Units</th>
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</thead>
<tbody>
<tr>
<td>Condominium</td>
<td>1,910</td>
<td>40.2%</td>
<td>253</td>
<td>20.0%</td>
<td>669</td>
<td>39.0%</td>
<td>2,832</td>
<td>36.6%</td>
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<tr>
<td>Townhouse/PUD</td>
<td>257</td>
<td>5.4%</td>
<td>54</td>
<td>4.3%</td>
<td>0</td>
<td>0.0%</td>
<td>311</td>
<td>4.0%</td>
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<tr>
<td>Total For Sale Units</td>
<td>2,167</td>
<td>45.6%</td>
<td>307</td>
<td>24.2%</td>
<td>669</td>
<td>39.0%</td>
<td>3,143</td>
<td>40.6%</td>
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<tr>
<td>Rental Apts (built after 1975)</td>
<td>2,581</td>
<td>54.4%</td>
<td>961</td>
<td>75.8%</td>
<td>1,047</td>
<td>61.0%</td>
<td>4,589</td>
<td>59.4%</td>
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<tr>
<td>Total For Sale &amp; Rental</td>
<td>4,748</td>
<td>100.0%</td>
<td>1,268</td>
<td>100.0%</td>
<td>1,716</td>
<td>100.0%</td>
<td>7,732</td>
<td>100.0%</td>
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</table>
Multifamily Inventory By Age  
Downtown St Petersburg/2018

<table>
<thead>
<tr>
<th></th>
<th>Existing Units</th>
<th>Year Built 1975-1990</th>
<th>As % of Total Units</th>
<th>Year Built 1991-1999</th>
<th>As % of Total Units</th>
<th>Year Built 2000-2008</th>
<th>As % of Total Units</th>
<th>Year Built 2009-2017</th>
<th>As % of Total Units</th>
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<tbody>
<tr>
<td>Condominium</td>
<td>1,910</td>
<td>339</td>
<td>36.9%</td>
<td>32</td>
<td>30.8%</td>
<td>1,132</td>
<td>84.7%</td>
<td>407</td>
<td>17.1%</td>
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<tr>
<td>Townhouse/PUD</td>
<td>257</td>
<td>0</td>
<td>0.0%</td>
<td>36</td>
<td>34.6%</td>
<td>167</td>
<td>12.5%</td>
<td>44</td>
<td>1.8%</td>
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<tr>
<td>Total For Sale Units</td>
<td>2,167</td>
<td>339</td>
<td>36.9%</td>
<td>68</td>
<td>65.4%</td>
<td>1,299</td>
<td>97.2%</td>
<td>451</td>
<td>19.0%</td>
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<tr>
<td>Rental Apts (built after 1975)</td>
<td>2,581</td>
<td>579</td>
<td>63.1%</td>
<td>36</td>
<td>34.6%</td>
<td>38</td>
<td>2.8%</td>
<td>1,928</td>
<td>81.0%</td>
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<tr>
<td>Total For Sale &amp; Rental</td>
<td>4,748</td>
<td>918</td>
<td>100.0%</td>
<td>104</td>
<td>100.0%</td>
<td>1,337</td>
<td>100.0%</td>
<td>2,379</td>
<td>100.0%</td>
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</table>
National Flood Hazard Layer FIRMette

Legend

- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainable areas of less than one square mile (Zone X)
- Future Conditions 1% Annual Chance Flood Hazard (Zone X)
- Area with Reduced Flood Risk due to Levee. See Notes. (Zone X)
- Area with Flood Risk due to Levee (Zone D)
- Area of Minimal Flood Hazard (Zone X)
- Effective LOMFs
- Area of Undetermined Flood Hazard (Zone X)
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall
- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature
- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHLS web services provided by FEMA. This map was exported on 5/19/2016 at 6:54:49 PM and does not reflect changes or amendments subsequent to this date and time. The NFHLS and effective information may change or become superseded by new data over time.

This map is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRMs, panel number, and effective date. Map images for unmapped and unmodified areas cannot be used for regulatory purposes.
Utilities/Services:

Water: City of St. Petersburg
Sewer: City of St. Petersburg
Telephone: Frontier Communications
Police: St. Petersburg Police Department
Fire/EMS: St. Petersburg Fire & Rescue
Public Transportation: PSTA (bus service)

SITE DESCRIPTION:

Physical Location: The flag-shaped site (see plat and aerial photo) is located south of 1st Avenue South between 8th Street South and Dr. M L King Street South in the West CBD of Downtown St. Petersburg

Data Sources: Filed plat (WEBB CITY REPLAT, Plat Book 90, Page 74, Public Records of Pinellas County, Florida); Pinellas County Property Appraiser’s records

Land Area: 133,222 square feet or 3.06 acres MOL

Configuration: Rectangle; entire city block plus vacated ROW for 2nd Avenue South

Primary Frontage: 493.27 feet on south side of 1st Avenue South

Secondary Frontage: 270 feet on both ML King Street and 8th Street South

Depth: 270 feet MOL

Topography/Drainage: Subject site is generally level and slightly above road grade.

Flood Zone Designation: Subject property is located in Flood Zone Zone X-Unshaded, area of minimal flood hazard, according to Federal Emergency Management Agency Map Panel 12103C 0219G; September 3, 2003.
Easements/Encroachments: The filed plat for Webb City Replat indicates the portion of 2nd Avenue South between 8th Street and ML King Street South has been vacated; however, this roadway has never been closed off and is maintained by the city as a 2-way right-of-way; therefore, the appraisal is based on a hypothetical condition (No. 2) that this section of 2nd Avenue South is actually vacated and closed, and thus available for development (Sec #2 Assumptions and Limiting Conditions).

There is a 20± foot wide alley right-of-way extending from east to west through the middle of the block. Although this could likely be vacated in the event of redevelopment of the entire block, it is unknown what utilities are located within this right-of-way which may need to be relocated in the event the right-of-way was vacated. In some cases developers will maintain a utility easement in a vacated alley to avoid the cost of relocating utilities.

Soil Conditions: Unknown. For purposes of this appraisal it is assumed there are no adverse subsoil conditions, although this is not warranted.

Visibility from Street: Subject site has good visibility from all of its surrounding streets.

Access: Excellent vehicular access due to frontage on 3 streets.

Improvements: Subject currently utilized as surface parking; as such each has incidental/interim use improvements such as asphalt and concrete paving, perimeter fencing, yard lighting, landscaping and other site structures.

Conclusion: Subject comprises an entire city block in the West CBD of St. Petersburg; as such, it is one of the largest assembled tracts in the CBD; this increases its attractiveness and marketability as it eliminates the
tedious process of assembling a large tract from many smaller ownerships in a given area; it also occupies a strategic position between 3 major, multi-family projects in various stages of construction and is adjacent southwest of the recently opened Publix supermarket in the 700 block of Central Avenue.
EXHIBIT B

(Parcel Descriptions and Schematic Designs)
Highest and Best Use: The subject property is a 3.06-acre, whole-block site in the west CBD. It has many favorable aspects that are balanced by some negative conditions. The positive factors include:

1- Convenient location in West CBD/Tropicana Field neighborhood just east of the emerging Edge District
2- Good access to interstate highway system
3- Dense population in primary market area with strong, recent growth trend
4- Subject site has rectangular shape and excellent access
5- Subject site has excellent support in terms of complementary uses; 3 major, multi-family projects surround the site
6- Area has been upgraded by municipal investments in streetscape
7- One investor has purchased $5.25 million of commercial properties in the Edge District in last 3 years
8- CBD market is enjoying a robust recovery with extensive new development after a lengthy recession, credit crisis and residential collapse
9- $80 Million in land purchases recorded in CBD in last 5 years; nearly all were for apartment developments
10- Three major land purchases in Downtown Core area at prices ranging from $175 to $200 per square foot
11- 1,539 Condominium units completed from 2000 to 2017 in CBD; 669 additional units proposed
12- Recent sellout of The Salvador Condominium (74 units) in 12 months following completion
13- 1,928 New rental units completed since 2009 in CBD with 1,047 either proposed or under construction
14- DC-1 zoning offers broad array of development possibilities with liberal FAR, setbacks, and other requirements
15- Subject site is located in a non-flood prone area
16- Excellent credit and equity availability for major CBD projects
The subject property also has some negative aspects that include:

1- Multi-family residential development excluded by Hypothetical Condition 1
2- Risk associated with overbuilding in a rapidly growing sub-market
3- Investor survey in 2018 indicates recognition of market peak in business cycle

Given the overwhelming positive assessment of the subject property, I have concluded highest and best use (absent Hypothetical Condition 1) to be multi-family residential development with street-level retail; the convenient proximity in the CBD, major employers, entertainment venues, and restaurants offered by this site and the explosive growth of the market are the predominant factors leading to this conclusion.

However, given Hypothetical Condition 1, which excludes multi-family development, and recognizing the proposed site plan (Exhibit B), which reveals a mixed use project of office, hotel, and street-level retail, I would conclude this essentially represents the alternative highest and best use.

**Marketability:**

Subject’s marketability is rated excellent at this time. This assessment is based on the improving economy, the strength of the CBD market, the size of the subject tract, and other factors enumerated in the highest and best use analysis earlier. Potential buyers include primarily national and regional developers seeking a large, well located, CBD site.

**Estimated Marketing Time:** 12 months

**Estimated Exposure Time:** 12 months
Valuation Process:

Cost approach was omitted due to the lack of building improvements and the determination of highest and best use.

Sales Comparison approach is normally the only reliable method of valuing CBD sites in this market; this approach has been applied and the unit of measure is price paid per square foot of land area.

Income capitalization approach has been due to the lack of building improvements and the determination of highest and best use.
Sales Comparison Approach

I have selected eight, recent land sales from the St. Petersburg CBD market as the best indicators of subject’s land value. The comparable sales closed between March 2014 and August 2018. The CBD land sub-market has been extremely strong with significant appreciation over this period; therefore, the older sales were adjusted upward for market conditions. The sales reflected cash terms or conventional bank financing and therefore, there was no need for adjustments for favorable financing.

The reader is referred to the Comparable Land Sales chart in this section, which summarizes the comparative analysis on a price per square foot basis.

Sale 1 is the March 2014 acquisition of a large, corner site of 2.87 acres located on 3rd Street South at 4th Avenue South (0.5 miles SE); this sale required a large upward adjustment for market conditions as it closed 4 years ago; this property has since been developed with a high-rise, rental apartment complex with 357 units; location is rated superior to the subject’s as it is just south of the core area where land values now exceed $150 per square foot; upward adjustments were also applied for the single corner position and inferior configuration; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $54.44 for the subject, which is 7.2% below the adjusted mean ($58.66).

Sale 2 is the April 2014 acquisition of a large, whole-block site of 2.02 acres located on 1st Avenue South at 8th Street (immediate east); this sale required an upward adjustment for market conditions due to appreciation over the last 4 years; this property has since been developed with a mid-rise, 348-unit, rental apartment complex (Hermitage); location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses all other categories revealed neutral comparisons; this sale indicates a unit value of $60.40 for the subject, which is 3.0% above the adjusted mean ($58.66).

Sale 3 is the December 2016 acquisition of a large, whole-block site of 2.49 acres located on Central Avenue between 8th Street and ML King Street (2 blocks north); this tract is being developed by the Related Group as a 377-unit, rental apartment with street-level retail; first, upward adjustment was made for market appreciation since 2016; location/zoning (DC-1) are rated equal to subject’s; the multi-corner position was slightly superior to subject; a minor downward adjustment was applied under “other” to reflect the nominal contribution of the historic landmark structure (Union Trust Bank) on the site; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-
family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $62.24 for the subject, which is 6.1% above the adjusted mean ($58.66).

**Sale 4** is the August 2016 acquisition of a large, mid-block site of 1.52 acres located on Central Avenue just west of ML King Street (0.1 miles west); this tract is being developed by the Bainbridge Companies as a 218-unit, mid-rise, rental apartment with street-level retail; first, upward adjustment was made for market appreciation since 2016; location/zoning (DC-1) are rated slightly inferior to subject’s; the interior position was rated inferior to subject; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $71.03 for the subject, which is 21.1% above the adjusted mean ($58.66).

**Sale 5** is the September 2016 acquisition of a smaller, part-block site of 1.15 acres located on Arlington Avenue at the NW corner of ML King Street (0.1 miles northwest); this tract is being developed by the Pro luxe Properties as a 34-unit, moderate-priced, townhouse project; first, upward adjustment was made for market appreciation since 2016; location/zoning (DC-2) are rated inferior to subject’s; the single-corner position and shallow parcel depth required upward adjustments; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $51.19 for the subject, which is 12.7% below the adjusted mean ($58.66).

**Sale 6** is the August 2016 acquisition of a large site of 2.41 acres located on 6th Avenue South at the NW corner of ML King Street (0.3 miles south); this tract will be developed by the Richman Group as a 132-unit, mid-rise, apartment; first, upward adjustment was made for market appreciation since 2016; location/zoning (CRT-1) are rated much inferior to subject’s; the single-corner position and irregular shape required upward adjustments; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $46.73 for the subject, which is 20.3% below the adjusted mean ($58.66).

**Sale 7** is the August 2017 acquisition of a large site of 1.73 acres located on 1st Avenue North at the NW corner of 16th Street (0.6 miles northwest); this tract is being developed by Devmar as a 211-unit, high-rise, apartment; first, upward adjustment was made for market appreciation since 2017; location/zoning (DC-2) are rated much inferior to subject’s; the single-corner position and irregular shape required upward adjustments; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $53.66 for the subject, which is 8.5% below the adjusted mean ($58.66).
Sale 8 is the August 2018 acquisition of a large, whole-block site of 2.02 acres located at 1701 Central Avenue in the Edge District (0.7 miles west); this tract is being developed by the NRP Group as a 243-unit, mid-rise, apartment; location/zoning (DC-2) are rated inferior to subject’s; the 4-corner tract required a downward adjustment to subject; finally, a downward adjustment for special condition (Hypothetical Condition 1) was applied for the exclusion of multi-family uses; all other categories revealed neutral comparisons; this sale indicates a unit value of $69.55 for the subject, which is 18.6% above the adjusted mean ($58.66).

The adjusted unit values of the 8 comparables range from $46.73 (Sale 6) to $71.03 (Sale 4), resulting in a broad variance of 52%. This is due primarily to the rapid appreciation in the CBD market and the location/zoning differentials. The adjusted mean price was $58.66 per square foot and the median was $57.42. Setting aside the two low outliers, Sales 4 and 6, the variance is reduced to 36%.

I have assigned statistical weights to the sales based upon their closing date, proximity and degree of comparability. Sales 2, 3, 4, and 8 clearly emerge as the most relevant indicators of value for the subject site as they required fewer and smaller adjustments than the other sales. The weighted mean of the data was roughly 2.3% greater than the natural mean.

Therefore, based upon my analysis of the 8 comparable sales, I have selected a unit value of $60.00 per square foot for the subject site:

133,222 sq. ft. @ $60.00 = $7,993,320

Rounded, $8,000,000
## Comparable Land Sales

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<thead>
<tr>
<th>Sale Number</th>
<th>Subject</th>
<th>Location</th>
<th>Date</th>
<th>OR Book/Page</th>
<th>GRANTOR</th>
<th>GRANTEE</th>
<th>Parcel Number</th>
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<th>Size (SF)</th>
<th>Price Per SF</th>
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<th>Current/Proposed Use</th>
<th>Comfor/Interior</th>
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<th>Depth</th>
<th>Finishing</th>
<th>5-Year Sales History</th>
<th>Confirmed By</th>
<th>Adjustments</th>
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<tbody>
<tr>
<td>1</td>
<td>NE Cor 5th Av &amp; 9th St</td>
<td>St Petersburg</td>
<td>Sep-16</td>
<td>184273621</td>
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<td>CREA 300 Third, LLC</td>
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<td>$100.00</td>
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### Adjustments

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SALE #1: NE CORNER 4TH AVENUE SOUTH AND 3RD STREET

SALE #2: SW CORNER 8TH STREET AND 1ST AVENUE SOUTH
SALE #3: 801 CENTRAL AVENUE

SALE #4: 930 CENTRAL AVENUE
SALE #5: NW CORNER ARLINGTON AVENUE & ML KING STREET N

SALE #6: NW CORNER 6TH AVENUE SOUTH & ML KING STREET S
SALE #7: NW CORNER 1ST AVENUE NORTH AND 16TH STREET NORTH

SALE #8: 1701 CENTRAL AVENUE
Reconciliation:

The subject property is a 3.06-acre, whole-block site located in the West CBD of St. Petersburg, Florida. It is marginally improved with paving and other incidental sitework. The appraisal is based upon the hypothetical condition (2) that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city. Including the right-of-way increases the site’s buildable land area by approximately 37,000 square feet.

Hypothetical Condition #1 is that subject property’s zoning contains a specific exclusion of multi-family residential uses and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (Exhibit B), which includes office, hotel, street retail, and support parking garage.

The CBD market has exhibited explosive growth in terms of activity and land prices over the last 5 years and is clearly one of the strongest sub-markets in the Tampa Bay area and beyond. The subject site is flanked by three, major, multi-family projects and a recently completed Publix store. Highest

The cost approach was omitted from the appraisal due to the lack of building improvements and the determinations of highest and best use. For the same reasons, the income capitalization approach was also excluded.

The sales comparison approach is normally the only reliable method of valuing fee simple CBD sites in this market; this approach has been applied and the unit of measure was price paid per square foot of land area. Eight comparable land sales were drawn from the CBD market and matched against the subject in a number of comparison categories such as market conditions (sale date), location/zoning, parcel size, corner/interior position, physical factors, other aspects, and finally, special condition (Hypothetical Condition #1). The special condition category required research of market data relating to the economic advantage/disadvantage of multi-family versus office/mixed-use land use; this research concluded a roughly 20% deficit for the office/mixed-use alternative. All 8 comparable land sales used in this appraisal represented multi-family developments; no land sales for office development were found in the CBD in the period 2014 through 2018.

In the final reconciliation, I have placed singular weight on the sales comparison approach and have estimated market value of the subject property “AS IS”, in fee simple interest, as of effective date, September 8, 2018, at $8,000,000.
CERTIFICATION

This is to certify that, upon request for valuation by Alfred Wendler, Director, City of St. Petersburg, I have personally inspected, collected, and analyzed various data, and appraised the fee simple interest of the CBD Site; 3.06 Acres MOL (WEBB CITY REPLAT, Lots 1 and 2, Block 1) located at 800 1st Avenue South, St. Petersburg, Florida 33701. The property is more fully described in the attached report.

I certify that, to the best of my knowledge and belief:

♦ The statements of fact contained in this report are true and correct.

♦ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

♦ I have no present or prospective interest in the property that is the subject of this report and no personal interest or bias with respect to the parties involved.

♦ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

♦ My engagement in this assignment was not contingent upon developing or reporting predetermined results.

♦ My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

♦ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

♦ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Profes-
sional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

♦ I have made a personal inspection of the property that is the subject of this report.

♦ No one provided significant real property appraisal assistance to the person signing this certification.

As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.

The appraiser is qualified to appraise this property with respect to the Competency Provision of USPAP.

The appraiser had previously appraised the subject property (without Hypothetical Condition 1) for the City of St. Petersburg on March 1, 2017.

This certificate is in accordance with the Uniform Standards of Professional Appraisal Practice Standard Rule 2-3 and with the Appraisal Institute's Supplemental Standards of Professional Practice.

The reader should review the assumptions and limiting conditions included in this report, including the two hypothetical conditions.

C. Richard Tobias
C. Richard Tobias, MAI
State-Certified General
Real Estate Appraiser RZ705
ASSUMPTIONS AND LIMITING CONDITIONS

1. The Appraisal was based on the Hypothetical Condition that subject property’s zoning contains a specific exclusion of multi-family residential uses and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (Exhibit B), which includes office, hotel, street retail, and support parking garage. Absent this hypothetical condition my opinion of market value would have been significantly higher.

2. The Appraisal was based on the Hypothetical Condition that 2nd Avenue South is vacated and closed between 8th Street and ML King Street and available for development. At the effective date of valuation the described section of 2nd Avenue South was a two-way, right-of-way maintained by the city; this use is inconsistent with the filed plat for Webb City Replat, which indicates it was vacated. Had 2nd Avenue South continued to be an active right-of-way (and not vacated/closed), my opinion of market value would have been significantly reduced.

3. The conclusions as to market value contained herein represent the opinion of the undersigned and are not to be construed in any way as a guarantee or warranty, either expressed or implied, that the property described herein will actually sell for the market value contained in this opinion.

4. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

5. The property is appraised free and clear of all encumbrances, unless otherwise noted.

6. No survey of the property was made or caused to be made by the appraiser. It is assumed the legal description closely delineates the property. It was checked with public records for accuracy. Drawings in this report are to assist the reader in visualizing the property and are only an approximation of grounds or building plan.

7. It is assumed that there are no hidden or unapparent conditions of the property's subsoil or structure that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

8. Subsurface rights (minerals, oil, or water) were not considered in this report.
9. Description and condition of physical improvements are based on visual observation. As no engineering tests were conducted, no liability can be assumed for soundness of structural members.

10. All value estimates have been made contingent on zoning regulations and land use plans in effect as of the date of appraisal, and based on information provided by governmental authorities and employees.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental laws and regulations, unless noncompliance is stated, defined, and considered in the appraisal report.

12. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

13. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

14. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

15. Appraisal does not constitute an inspection for compliance with local building, fire, or zoning codes. Reader is advised to contact local government offices to ensure compliance with applicable ordinances.

16. This appraisal report covers only the premises herein; and no figures provided, analysis thereof, or any unit values derived are to be construed as applicable to any other property, however similar they may be.

17. Certain data used in compiling this report was furnished by the client, his counsel, employees, and/or agent, or from other sources believed reliable. However, no liability or responsibility may be assumed for complete accuracy.

18. An effort was made to verify each comparable sale noted in the report. There are times when it is impossible to confirm a sale with the parties involved in the transaction; all sales are confirmed through public records.
19. This appraisal has been prepared solely for the exclusive benefit of the client, addressee of the report. It may not be used for any purpose by any person other than the party to whom it is addressed, without the written consent of the appraiser, and in any event only with the proper written qualification and only in its entirety.

20. Estimates of expenses, particularly as to assessment by the County Property Appraiser and subsequent taxes, are based on historical or typical data. Such estimates are based on assumptions and projections which, as with any prediction, are affected by external forces, many unforeseeable. While all estimates are based on my best knowledge and belief, no responsibility can be assumed that such projections will come true.

21. Responsible ownership and competent property management are assumed.

22. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, were not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field.
QUALIFICATIONS
C. RICHARD TOBIAS, MAI

EDUCATION:

B.A., 1971, Boston College School of Arts and Sciences

Have passed or received credit for the following courses sponsored by the Appraisal Institute.

1A-1 Real Estate Appraisal Principles
1A-2 Basic Valuation Procedures
1B-1 Capitalization Theory and Techniques
2-1 Case Studies in Real Estate Valuation
2-2 Valuation Analysis and Report Writing
2-3 Standards of Professional Practice
6 Investment Analysis

Attended numerous seminars sponsored by American Institute of Real Estate Appraisers (now Appraisal Institute), Society of Real Estate Appraisers (now Appraisal Institute), Florida State University, National Association of Mutual Savings Banks, and other financial institution associations. Most recent appraisal course was Uniform Standards for Federal Land Acquisitions (June 2010), sponsored by the Appraisal Institute. Most recent seminar was National USPAP Update (April 2018).

Florida State-Certified General Real Estate Appraiser RZ705

Expert witness in appraisal of real estate and businesses —
Circuit Court of Florida, Sixth District
Federal Court, Middle District of Florida

BUSINESS EXPERIENCE:

2015 to Present: Manager/owner, Tobias Realty Advisors, LLC, a firm specializing in appraisal and consulting in commercial and investment real estate in west central Florida.

1987 to 2015: Independent Contractor associated with Valuation Services, Inc. and Tobias Realty Advisors, LLC, firms specializing in appraisal and consulting in commercial and investment real estate. Assignments have included appraisal of a variety of commercial, industrial, and investment properties, as
well as vacant land. Areas of specialization include churches, schools, convenience food/gasoline outlets, restaurants, retail centers, industrial, offices, medical/dental clinics, apartments, and lodging facilities. Appraisal assignments have been prepared for financing, litigation, sale/purchase, and other functions.


1979 to 1980: Associate Appraiser with L. T. Bookhout, Inc., Real Estate Appraisal and Consultation. Assignments included industrial facilities, special purpose properties, undeveloped land tracts, as well as historically significant properties being acquired by the National Park Service.

1977 to 1979: Commercial Loan Analyst/Appraiser with Poughkeepsie Savings Bank. Duties included appraisal of residential and commercial properties for mortgage loan purposes; review and recommendation of commercial loans to Board of Directors; field inspection and analysis of investment properties in Southeast and Southwest United States.

1975 to 1977: Associated with Dutchess County Department of Real Property Tax and City of Beacon, New York in the assessment of properties for ad valorem taxation purposes.

1973 to 1975: Owned and operated masonry contracting firm specializing in custom residential fireplaces, accent walls, exterior facades, etc.

Independently registered Real Estate Broker -- State of Florida; BK348850

PROFESSIONAL AFFILIATIONS:

MAI, Appraisal Institute
Realtor, Florida Gulfcoast Commercial Association of Realtors (FGCAR)

The Appraisal Institute conducts a program of continuing education for its designated members. MAI's who meet the minimum standards of this program are awarded periodic educational certification. C. Richard Tobias is currently certified under this program.

2013 President, Florida Gulf Coast Chapter of Appraisal Institute
ADDENDA
APPRAISAL AGREEMENT

THIS APPRAISAL AGREEMENT, ("Agreement"), made and entered into by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, ("City") and TOBIAS REALTY ADVISORS, LLC ("Appraiser"), (collectively, "Parties");

WITNESSETH

WHEREAS, the City desires to obtain an appraisal substantially in compliance with the appraisal instructions set forth in Exhibit "A", attached hereto, for the real property described in Exhibit "B" ("Property"), attached hereto and made a part hereof; and

WHEREAS, the Appraiser represents that the Appraiser is authorized and qualified to make such appraisal in accordance with recognized appraisal practices and standards and has an active certification by the State of Florida as a certified appraiser.

NOW THEREFORE, in consideration of the promises and covenants contained herein the Parties hereto agree as follows:

1. RECITALS. The above recitals are true and accurate and are incorporated herein.

2. EFFECTIVE DATE; FACSIMILE. The effective date of this Agreement shall be the latest of the dates that the Appraiser and the appropriate City signatories have approved and signed this Agreement ("Effective Date"). A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

3. APPRAISAL COMPLETION AND DELIVERY. The Appraiser, in conformance with recognized appraisal practices, shall perform the appraisal of the Property and prepare three (3) copies, one unbound and two bound, of the appraisal report ("Appraisal Report") on or before September 17, 2018 ("Completion Date"). Unless otherwise specified herein, the Appraisal Report shall include the market value of any and all interests and rights held by anyone, including but not limited, to leasehold interests and any market rent. Appraiser shall not deliver the Appraisal Report to the City until notifying City of its completion. The City may, at its sole discretion, extend the completion date. Any such extension will not be effective unless memorialized in a written document signed by representative of the City authorized in such capacity.

4. INSPECTION BY SUPERVISING APPRAISER. The undersigned appraiser, as supervising appraiser or as any status requiring the co-signing of the appraisal report, does hereby affirm the undersigned appraiser has physically and personally inspected the subject property and the individual properties used as comparable sales.

5. LATE COMPLETION. Time is of the essence in the Agreement. The Parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages the City would incur if Appraiser does not complete the Appraisal Report within the time stipulated herein. Therefore, Appraiser shall be liable for and shall pay to the City the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work reaches Substantial Completion, in the aggregate amount of five dollars ($5) per calendar day. These liquidated damages shall be the City's sole and exclusive damages for Contractor's delay of the Work. Said liquidated damages may be deducted from the amount to be paid to the Appraiser by the City and shall be limited to the total appraisal fee as set forth below.

City of St. Petersburg LP – RE1
6. **APPRaisal Fee.** In consideration for the performance of said appraisal services and furnishing of said Appraisal Report, the City shall pay the Appraiser the sum of Twenty-two hundred dollars ($2,200.00) within thirty (30) days following the receipt by the City of an invoice for the amount. The Appraiser agrees to update the Appraisal Report at no cost within one (1) year upon request by the City.

7. **Appraiser’s Testimony.** In the event the testimony of the Appraiser is required in any legal proceeding in connection with the City’s use of the Appraisal Report, the Appraiser agrees to appear as a witness on behalf of the City and to accept as compensation from the City the sum not to exceed Two Hundred and 00/100 dollars ($200.00) for each half day or less required attendance in court and for preparation in connection with such appearance.

8. **Termination.** If through any cause, the Appraiser shall fail to fulfill in a timely and proper manner the Appraiser’s obligation under this Agreement, the City shall have the right to terminate this Agreement upon the giving of five (5) business days written notice to the Appraiser of said termination and the City shall be relieved of all other obligations hereunder. Additionally, the City may terminate this Agreement as provided in Florida Statute section 287.185.

9. **Entire Agreement.** The drafting, execution and delivery of this Agreement by the Parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, unless expressly referred to herein.

10. **No Modifications.** This Agreement may not be modified unless such modification is in writing and signed by both Parties hereto.

11. **No Discrimination.** The Appraiser shall not discriminate against anyone in the performance of duties under this Agreement because of race, color, religion, age, sex or national origin.

12. **Indemnification.** Commencing on the Effective Date and continuing until the end of the Term or Renewal Term then in effect, the Tenant shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, penalties, fines, fees, judgments, leases and damages (collectively, "Claims") whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities and costs, expenses and attorney’s and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly the performance of this Agreement; the failure of Appraiser, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable laws; or any negligent act or omission of the Appraiser, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Tenant, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or any reckless or intentional wrongful act or omission of the Appraiser, its employees, agents, representatives, contractors, subcontractors or volunteers.

13. **Default.** If any claim, demand, liability, damage, loss, action or suit of any nature whatsoever arises due to the breach of, out of, or because of this agreement by the Appraiser, its agents,
consultants, employees or subcontractors or due to any action or occurrence of omission or commission of
the Appraiser, its agents, consultants, employees or subcontractors the City may, in its discretion,
immediately and permanently suspend the Appraiser from its appraiser rotation list without penalty to the
City.

14. APPLICABLE LAWS. This Agreement shall be governed by and interpreted in
accordance with the laws of the State of Florida.

15. COMPLIANCE WITH LAWS. Appraiser 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. Appraiser hereby makes all
certifications required under Florida Statute section 287.135.

16. PUBLIC RECORDS. Appraiser 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 Appraiser’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 Appraiser’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
Appraiser transfers all public records to the City upon the expiration or earlier termination of this
Agreement, Appraiser shall destroy any duplicate public records that are exempt or confidential and
exempt from public records disclosure requirements. If Appraiser keeps and maintains public records
upon the expiration or earlier termination of this Agreement, Appraiser 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 Appraiser shall be provided to the City in a
format approved by the City. Nothing contained herein shall be construed to affect or limit Appraiser’s
obligations including but not limited to Appraiser’s obligations to comply with all other applicable laws.

IF APPRAISER HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS
TO APPRAISER’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.

(Signatures on following page.)

City of St. Petersburg LP – REI
IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed on the date(s) as expressed hereinafter.

AS TO CITY:

CITY OF ST. PETERSBURG

By: [Signature]

Alfred Wendler, Director
Real Estate and Property Management
as Mayor's Designee

Date: 8/20/18

ATTEST:

Cham Srinivas, City Clerk

AS TO APPRAISER:

TOBIAS REALTY ADVISORS, LLC

By: [Signature]

C. Richard Tobias

Print: C. Richard Tobias

Date: 8/20/18

Approved as to Content and Form:

City Attorney (Designee)

By: [Signature]

Assistant City Attorney

Exhibits "A" & "B"

City of St. Petersburg LF – RE1
EXHIBIT "A"

APPRAISAL INSTRUCTIONS

Client and appraiser agree that the appraisal of Tract 1 will involve a special hypothetical condition, namely, that subject property's zoning contains a specific exclusion of multi-family residential uses and therefore, the site will be valued under an alternative highest and best use of mixed uses such as those represented in the attached site plan (office, hotel, street retail, and support parking garage).

A second hypothetical condition will also be employed regarding the vacation of the 2nd Avenue South right-of-way.

*Hypothetical Condition* is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (USPAP 2018-2019)
EXHIBIT "B"

Property Address: 800 - 1st Avenue South, St. Petersburg, FL

Parcel ID No.: 19/31/17/93365/001/0010

Legal Description: Lots 1 & 2, Block 1, WEBB CITY REPLAT (Tract 1)
# STATE OF FLORIDA
## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
## FLORIDA REAL ESTATE APPRAISAL BD

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The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018

TOBIAS, CHARLES R JR
723 20TH AVE N
ST PETERSBURG FL 33704

ISSUED: 10/02/2016 DISPLAY AS REQUIRED BY LAW

SEQ #: L16100200006606
Resolution No. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO SELL THE CITY-OWNED PARCEL LOCATED AT AP proximately 800 - 1ST AVENUE SOUTH, ST. PETERSBURG, FL, TO UNITED INSURANCE HOLDINGS CORPORATION, A DELAWARE CORPORATION, FOR FIVE MILLION DOLLARS ($5,000,000); AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 19, 2018, United Insurance Holdings Corporation ("UPC") submitted to the City of St. Petersburg ("City"), (collectively, "Parties"), an offer to purchase the ±4.59 acres of City-owned property located at approximately 800 - 1st Avenue South, St. Petersburg ("Property") to construct a new corporate headquarters; and

WHEREAS, the Property is legally described as follows:

LOTS 1 THROUGH 3, BLOCK 1, WEBB CITY REPLAT, together with any roadways and alleys vacated by the City or owned by the City as may appear on the Plat; Parcel I.D No.: 19-31-17-95365-001-0010; and

WHEREAS, subsequent to the offer from UPC, the City advertised a notice of intent in the legal notices of the Tampa Bay Times; and

WHEREAS, one qualified alternative proposal was received by the deadline of July 29, 2018 and after careful consideration of both proposals, the Mayor selected UPC's proposal to move forward; and

WHEREAS, on October 4, 2018, City Council adopted Resolution No. 2018-528, which approved a non-binding term sheet for UPC to develop a mixed-use project on the Property and authorized the Mayor, or his designee, to negotiate a lease and development agreement with UPC; and

WHEREAS, subsequent to the adopted resolution, UPC requested to obtain the Property through a purchase agreement; and

WHEREAS, the Property was appraised at $9,690,000 for highest and best use and at $8,165,000 for uses in which residential use was restricted; and
WHEREAS, the Parties agree that as an inducement to sell the Property to UPC, and to do so at below market rate for $5,000,000, that UPC has promised to retain the existing jobs and create new jobs, develop the Property as described above, and provide public use of the parking garage of the development; and

WHEREAS, the Parties have agreed to transfer the Property via a fee simple determinable deed, which states that if UPC does not construct the building to 25%, as certified by the architect of record, within twelve (12) months of starting construction, the Property will revert to the City and the City shall refund the purchase price, minus $200,000; and

WHEREAS, after UPC constructs 25% within the time set forth in the deed, the City's sole and exclusive remedy to UPC failing to complete the project shall be for the City to collect liquidated damages in the amount of $10,000,000; and

WHEREAS, the Property shall further be restricted insofar as if residential improvements are constructed, such units must be at least fifty percent (50%) work-force housing, as defined by City Code Section 17.5.97 for a period of thirty (30) years.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to sell the City-owned parcel located at approximately 800 – 1st Avenue South, St. Petersburg, as legally described above, to United Insurance Holdings Corporation, a Delaware Corporation, for the amount of $5,000,000; 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]
Alan DeLisle, Administrator
City Development Administration
The following page(s) contain the backup material for Agenda Item: Tampa Bay Water Report
Please scroll down to view the backup material.
MEMORANDUM

To: City of St. Petersburg City Council Member Darden Rice

From: Jane Wallace, Assistant City Attorney, City of St. Petersburg

Date: April 12, 2019

Re: Tampa Bay Water – Proposed Agreement and MOU
City of St. Petersburg Legal Issues

As the City of St. Petersburg’s representative on the Tampa Bay Water (“TBW”) Board of Directors, you have requested that the City Attorney’s Office of the City of St. Petersburg advise our legal opinions to you concerning the proposed Agreement and Memorandum of Understanding (“Proposed Agreement and MOU”) between TBW and the City of Tampa (“Tampa”) regarding the Tampa Augmentation Project (“TAP”).

As a member government, St. Petersburg is a party to both the Interlocal Agreement (“ILA”) and the Master Water Supply Contract. Although TBW’s attorneys have provided numerous legal opinions of their interpretations of the ILA, TBW is not a party to the ILA.

The documents referenced herein were culled from a plethora of documents that were created during the negotiations to create TBW in 1998 and are attached hereto for reference purposes.

ISSUE #1 –
Proposed Increase of Tampa’s Annual Average Exception to Exclusivity
From 82 mgd Annual Average to 132 mgd Annual Average
Referenced in Exhibit A of the Proposed Agreement and MOU

Background

In 1997, Tampa’s inclusion as a member government in TBW was being negotiated. The other five member governments were finalizing the agreements to give up their groundwater wellfields and had committed to TBW being their exclusive provider of potable water. Tampa wanted an exception to that exclusivity. Tampa remained adamant that they be allowed to retain the right to use surface waters for supply before having to buy any water from TBW.

Jerry Maxwell was the General Manager of West Coast Regional Water Supply Authority (“West Coast”) and then TBW from 1995 - 2007. West Coast was the precursor to TBW.

Mr. Maxwell negotiated Tampa’s exception to exclusivity with Tampa.
Mr. Maxwell met with Tampa on January 6, 1998, and then wrote a memorandum dated January 7, 1998 to the Board of Directors of West Coast, confirming his negotiations with Tampa in a 3 page list titled “Concepts for a Revised Section 3.08 Concerning Tampa’s Surface Water Rights” which he attached to his memorandum. [See Memorandum dated January 7, 1998, from General Manager Jerry Maxwell and “Concepts for a Revised Section 3.08 Concerning Tampa’s Surface Water Rights” annexed hereto as Exhibit 1].

In Mr. Maxwell’s memo and list, Mr. Maxwell advised the West Coast Board of Directors of the agreement that he had negotiated with Tampa the day before as follows:

1. Tampa would be granted a special exception to the requirement that all member government needs for water be met through a regional utility where TBW is the sole provider of wholesale water;

2. “Tampa’s special exception is granted on the basis of existing surface water quantities for which Tampa is the sole permittee (Water Use Permit 202062.03 for the Hillsborough River and Sulphur Springs combined at 82 mgd average day; 92 mgd peak month; 104 mgd maximum day), and the Authority’s special priority to Tampa regarding water from the Tampa Bypass Canal”;

3. TBW’s contracted obligation to meet Tampa’s needs would be reduced by the amount of water that Tampa could derive and Tampa would use Hillsborough River as its priority supply source;

4. TBW could then seek permits for withdrawals from Hillsborough River for regional use to use excess surface water that was beyond Tampa’s needs; and

5. Additional future water needs beyond Tampa’s special exception would be met by TBW in a manner that was consistent with TBW’s obligation to meet all Member Government’s future water needs for Quality Water.

That was the deal that Mr. Maxwell negotiated with Tampa on January 6, 1998, which is outlined in Section 3.08 of the ILA. The agreed upon quantity of 82 mgd annual average was the cap of the special exception and was based on Tampa’s existing permitted quantities in 1998. Tampa’s needs were to be reduced by the amount of water that could actually be derived by Tampa, and up to a cap of 82 mgd annual average.

Although Tampa had negotiated an exception to exclusivity of 82 mgd annual average using Hillsborough River as its priority supply source, at that time, Tampa could not pull 82 mgd annual average from Hillsborough River with a peak month of only 92 mgd and max day of only 104 mgd. Tampa could only pull 67 mgd annual average.

Tampa engaged CH2M Hill to determine how Tampa could actually achieve the 82 mgd annual average. CH2M Hill prepared a report which Tampa sent to the other Member Governments and TBW. [See attached CH2M Hill Summary Paper for the Hillsborough
River Water Supply Development with facsimile date February 20, 1998 to City of Tampa Legal Department annexed hereto as Exhibit 2

It its report, CH2M Hill agreed that the cap for Tampa’s exception to exclusivity was 82 mgd annual average. CH2M Hill determined that the permitted amounts of 92 mgd peak month and 104 mgd maximum day would only achieve 67 mgd annual average since the flow of the Hillsborough River was highly variable, both seasonally and even from year to year.

CH2M Hill evaluated how much higher peak month and maximum day amounts would need to be to get 82 mgd annual average. CH2M Hill ran simulations for drought and non-drought years. CH2M Hill concluded that to ensure that Tampa could obtain 82 mgd on an annual average basis, river withdrawal limits needed to be increased to 142 mgd peak monthly withdrawal and 142 mgd maximum daily withdrawal. CH2M Hill specifically noted that “...the increase in peak monthly and maximum daily withdrawals will not increase the annual average withdrawal of 82 mgd.”

Even Tampa’s own attorney conceded when transmitting the CH2M Hill report that the quantity 82 mgd annual average was the cap for the exception to exclusivity. In her letter dated February 20, 1998, Tampa Attorney Kathy Fry advised that she “…included a document prepared by CH2M Hill (Exhibit A) explaining the basis for the increase in the rate of withdrawal (maximum day and peak month) from the Hillsborough River Reservoir while at the same time maintaining the agreed upon quantity (annual average of 82 mgd).”

The ILA was finalized shortly thereafter and Section 3.08(A)(4) had been added to allow Tampa in high flow periods to pull up to 142 mgd peak month and 142 mgd maximum day after TBW exercised its rights to seek permits for withdrawals from Hillsborough River for regional use to use excess surface water that was beyond Tampa’s permitted maximums.

Most importantly, however, even with the addition of the opportunity for Tampa to pull 142 mgd peak month and 142 mgd maximum day during high flow periods, no change was made to the 82 mgd annual average exception to exclusivity which had been negotiated by Mr. Maxwell with Tampa.

Legal Opinion

The TAP Agreement, Exhibit A, proposes to increase Tampa’s exception to exclusivity from 82 mgd annual average to 132 mgd annual average. As a policy matter, whether or not an amendment to the ILA increasing Tampa’s exception to exclusivity from 82 mgd annual average to 132 mgd annual average is a good policy decision is up to the Member Governments.

From a legal perspective, this increase in the exception to exclusivity from 82 mgd annual average to 132 mgd annual average is a fundamental change to the ILA which would require an amendment to the ILA agreed to by all Member Governments.

Section 6.13 of the ILA states as follows:
SECTION 6.13. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement, including but not limited to the admission of additional Member Governments or the withdrawal of any Member Government, shall be binding unless executed in writing by all parties hereto.

The Proposed Agreement and MOU does not comply with the legal requirements in the ILA for an amendment or waiver of the ILA. Amendments to the ILA are only allowed if agreed to by all parties to the ILA in writing. TBW is not a party to the ILA and TBW’s Board of Directors cannot agree to an amendment to the ILA. It is the six (6) Member Governments who are the parties to the ILA and who must each agree in writing.

If the Proposed Agreement and MOU is approved by TBW’s Board but not by each individual Member Government, the Proposed Agreement and MOU would violate the ILA.

ISSUE #2 – Proposed Assignment of Groundwater Wells

Background

When the Member Governments created the regional solution that was to be TBW, the Member Governments all gave up their groundwater wellfields to TBW. Tampa now wants to have its own groundwater wellfield. Although the initial injection into the area would be with reclaimed water, the groundwater wells would be permitted as groundwater wells and so would be pumping groundwater from the ground. By entering the ILA, the Member Governments gave up their rights to seek and obtain permits for groundwater wells. Tampa plans to seek such a permit.

Legal Opinion

TBW’s attorneys have advised that they believe that Tampa Bay Water may assign TBW’s rights to the potable groundwater wells to Tampa.

There is no provision in the ILA that allows for any assignment. TBW is not a party to the ILA and has no rights under the ILA that it could assign.

TBW is a party to the Master Water Supply Contract, but the assignment requirements of that contract are not met here, as follows:

Section 24 Assignment. No assignment, delegation, transfer or novation of this Contract or any part hereof shall be made unless approved in writing by all parties.

If the Proposed Agreement and MOU is approved by TBW’s Board but not by each Member Government, the Proposed Agreement and MOU would violate the Master Water Supply Contract.
ISSUE #3 –
Precedent

There is a significant legal concern of the potential precedent setting nature of this decision.

In an opinion issued March 28, 2017, TBW’s attorney Barrie Buenaventura opined as follows:

“The City of Tampa’s exception to exclusivity allows it to withdraw specified quantities from the Hillsborough River and Tampa Bypass Canal. See, Interlocal Agreement s. 3.08. These quantities are the only water that Tampa may put in its public water supply system that is not provided by Tampa Bay Water. The Interlocal Agreement expressly states that Tampa’s exception to exclusivity is limited to the specific withdrawal quantities identified in the Interlocal Agreement.”

[See attached Memorandum dated March 28, 2017, annexed hereto as Exhibit 4.]

As stated in detail in Issue #1 above, Tampa’s exception to exclusivity is limited to the quantity of 82 mgd annual average. If Section 3.09 of the ILA is interpreted to allow Tampa a further exception to use an additional 50 mgd annual average to self-supply by use of reclaimed to potable, other member governments could argue that Tampa’s TAP program is allowed by something other than its 82 mgd annual average exception to exclusivity and that should be open to all member governments.

At the March 2019 Executive Committee meeting, a Member Government called the Proposed Agreement and MOU a “model”. As no other Member Government has Tampa’s unique status under Section 3.08 of the ILA, the only possible interpretation of the Proposed Agreement and MOU as a “model” would be for other Member Governments to also pursue reclaimed to potable in a way that does not rely on Tampa’s unique status under Section 3.08 of the ILA.

An additional legal concern regarding precedent is the precedent that may be established for TBW to simply assign away potable water supply rights to member governments, without the authority to do so. It is the Member Governments which are responsible to pay the debt incurred by TBW. TBW was set up in a very thoughtful way with a system of checks and balances wherein certain actions could be made and agreed to by TBW but other actions would need all Member Governments to agree. Pursuit by TBW of the Proposed Agreement and MOU without compliance with the amendment, assignment and waiver provisions specified in both the ILA and the Master Water Supply Contract are a further legal concern of the potential precedent setting nature of this decision.

If you have any questions, please feel free to contact our office.
VIA FACSIMILE

DATE: January 7, 1998
TO: Board of Directors, WCRWSA
FROM: Jerry L. Maxwell, General Manager
SUBJECT: City of Tampa Governance Matters

As a follow up to my memorandum to you of December 29, 1997 regarding the City of Tampa governance matters, I am transmitting an outline of the concepts which were discussed with the City of Tampa staff at a late afternoon and early evening meeting on January 6. I believe the concepts outlined are consistent with the agreement reached with Mayor Greco and his staff at the Governance Workshop on October 20, 1997.

As you will recall, the City of Tampa requested deferral of Group of 18 discussion of these matters at both the November and December meetings. I anticipate that these issues will be the subject of discussion early in the governance meeting on January 12, 1998 as the Group of 18 attempts to complete its address of the policy matters preliminary to its further discussion at the Regular Board Meeting on January 26. I believe the concepts represent an aggressive protection of the City of Tampa's surface water rights within existing statutes and current permits, and carve out a special and unique relationship for the City of Tampa not afforded other members yet consistent with the October 20 discussion.

While the City of Tampa staff was not encouraging in our meeting, they positively agreed to take the concepts under advisement and be prepared to discuss these matters in further detail at the Group of 18 meeting on January 12.

Respectfully submitted,

Jerry L. Maxwell, General Manager

JLM:md
Attachment
cc: City/County Administrators
   TAC

T:\GENMNGR\MAXWELL\BOARD\Bdtamp2.doc

Exhibit 1
Concepts for a Revised Section 3.08 Concerning Tampa’s Surface Water Rights

OBJECTIVES

- Reserve Tampa’s existing permitted capacity for withdrawals from the Hillsborough River and Sulphur Springs.
- Protect Tampa’s access to Hillsborough River and Tampa Bypass Canal surface water sources during periods of low river flow.
- Enable regional access to surface water sources involving the Hillsborough River and Tampa Bypass Canal during periods of high flow.

TAMPA’S SPECIAL EXCEPTION

- Tampa is granted a defined special exception to the requirement that all Member Government needs for water be met through a regional utility where the Authority is the sole provider of wholesale water.
- Tampa’s special exception is granted by the other Member Governments at Tampa’s request due to their currently unique circumstances of operating a surface water treatment facility.
- Tampa’s special exception is granted on the basis of existing surface water quantities for which Tampa is sole permittee (Water Use Permit 202062.03 for the Hillsborough River and Sulphur Springs combined at 82 mgd average day; 92 mgd peak month; 104 mgd maximum day), and the Authority’s special priority to Tampa regarding water from the Tampa Bypass Canal.

AUTHORITY’S OBLIGATION

- The Authority’s contracted obligation to meet Tampa’s needs is reduced by the amount of water that can be derived by Tampa from its use of the Hillsborough River and Sulphur Springs as provided in Tampa’s special exception.
- Additional future water needs beyond Tampa’s special exception are to be met by the Authority in a manner that is consistent with the Authority’s obligation to meet all Member Government’s future needs for Quality Water.
- However, because Tampa is granted a special exception in its relationship with the Authority, the Authority’s Master Water Plan and its existing and planned configuration of the Interconnected Regional System do not contemplate replacing the full capacity of Tampa’s existing Water Use Permit for the Hillsborough River, in the event of Tampa’s loss of that source of supply. Therefore, the Authority can only commit to make its best efforts to assist Tampa in the event of such a loss.
HILLSBOROUGH RIVER

- Tampa will hold existing permits for the Hillsborough River and Sulphur Springs up to existing permitted quantities (combined 82 mgd average day; 92 mgd peak month; 104 mgd maximum day).

- Tampa will use the Hillsborough River as its priority supply source in preference to receiving water from the Tampa Bypass Canal or water from the Authority's Interconnected Regional System, in a manner that is consistent with the existing Hillsborough River Water Use Permit.

- Management of the Hillsborough River Reservoir level will be consistent with Minimum Flow requirements and Water Use Permit conditions (current Water Use Permit, or as formally modified or renewed by SWFWMD).

- The Authority will support the renewal of the existing Tampa Water Use Permit for the Hillsborough River and for Sulphur Springs (82 mgd average day; 92 mgd peak month; 104 mgd maximum day).

- The Authority may seek permits for withdrawals from the Hillsborough River for regional system use that is not in conflict with Tampa's use of the Hillsborough River as Tampa's primary source of supply, consistent with the Authority's regional intent to use excess surface water that is beyond Tampa's needs (those needs being defined as the permitted quantities for Hillsborough River withdrawals in Tampa's current Water Use Permit 202062.03); provided, however, that Tampa may exercise its separately granted rights as a Host Government concerning permitting disputes.

TAMPA BYPASS CANAL

- The Authority will own the Tampa Bypass Canal pumping station and will be sole permittee on Water Use Permits for the Tampa Bypass Canal as a regional public water supply source.

- Tampa is granted special priority for water from the Tampa Bypass Canal on a 20 mgd average annual basis and 40 mgd maximum daily basis, consistent with current Water Use Permits 206675.03 (Tampa Bypass Canal) and 202062.03 (Hillsborough River), as an augmentation source for the Hillsborough Reservoir.

- Tampa's special priority to receive water from the Tampa Bypass Canal emphasizes dry-period augmentation of the Hillsborough River Reservoir at rates up to 40 mgd on a maximum daily basis. The Authority's use of the Tampa Bypass Canal as a regional public water supply source will be such that it does not conflict with Tampa's dry-period priority.

- The Authority may seek modification of the existing Water Use Permit or may seek an additional Water Use Permit for withdrawals from the Tampa Bypass Canal for regional system use, accessing excess water that is beyond Tampa's granted priority of 20 mgd average day and 40 mgd maximum day; provided, however, that Tampa may exercise its separately granted rights as a Host Government concerning permitting disputes.
MORRIS BRIDGE WELLFIELD

• Ownership of the Morris Bridge Wellfield production facilities will be transferred to the Authority, and the Authority will become sole permittee for that water supply source.

• Tampa will support the Authority seeking a Water Use Permit renewal for Morris Bridge Wellfield at existing quantities (15.5 mgd average day; 27 mgd peak month; 30 mgd maximum day), or at quantities deemed acceptable by the Authority's Board of Directors; provided, however, that Tampa may exercise its separately granted rights as a Host Government concerning permitting disputes.

• In the event of a catastrophe on the Hillsborough River Reservoir involving environmental pollution or structural failure, Tampa will be granted priority for water from the Morris Bridge Wellfield (up to then current permit limits) in addition to the priority granted Tampa for water from the Tampa Bypass Canal (up to 20 mgd average day and 40 mgd maximum day). In the event of such catastrophe, the Authority will pursue every available means to achieve emergency modifications to permits to assist in meeting Tampa's needs.

COOPERATION CONCERNING COMPREHENSIVE MANAGEMENT

• HIGH FLOWS: The Authority and Tampa will cooperate with SWFWMD to develop a comprehensive management plan for the Hillsborough River and Tampa Bypass Canal to maximize these sources as regional public water supplies inclusive of Tampa's priorities and consistent with flood control objectives and Minimum Flow requirements.

• LOW FLOWS: The Authority and Tampa will work with SWFWMD to establish a priority order for withdrawals from the Hillsborough River, Tampa Bypass Canal, Sulphur Springs, and Morris Bridge Wellfield during low flows so that the Tampa Bypass Canal and Sulphur Springs can serve as augmentation to the Hillsborough Reservoir and so that Morris Bridge Wellfield can serve as a supplemental source especially during drought periods. The intent is to meet Tampa customer needs and to honor Tampa's contracts to deliver water to the Authority using Hillsborough River withdrawals to the maximum extent practical and allowable considering Minimum Flow requirements and Water Use Permit conditions.

• Management plans to be developed for Hillsborough River and Tampa Bypass Canal withdrawals are expected to display differences in operations and priorities between high flow and low flow periods, with the intent to provide maximum opportunities for resting/rotation of Interconnected Regional System wellfields during high flow periods while protecting Tampa's access to surface waters during low flow periods.

STORAGE ENHANCEMENT

• Tampa will continue ongoing studies of the feasibility of Aquifer Storage and Recovery (ASR) for drought period management.

• To optimize regional access and to maximize benefits of Hillsborough River high flows, the Authority and Tampa will jointly study and compare the cost and operational flexibility of using ASR versus use of the Enhanced Surface Water Project of the Authority's Master Water Plan with the intent to meet all Member Government needs and environmental recovery to the maximum extent practical.
EXHIBIT A: FOR INFORMATION PURPOSES
Tampa Water Department
Hillsborough River Water Supply Development: Summary Paper

Purpose
The purpose of this summary paper is to demonstrate why the City of Tampa will be unable to obtain 82 mgd annual average withdrawal, unless peak month and maximum daily withdrawal rates are increased from the current permit conditions. It should be noted that the increase in peak monthly and maximum daily withdrawals will not increase the annual average withdrawal of 82 mgd.

Water Supply and Demand for the City of Tampa
The Hillsborough River and the Morris Bridge Well Field (MBWF) are the primary water supply sources for the City of Tampa. Table 1 presents the current permitted withdrawal quantities for these two sources.

| TABLE 1 |
| Current Permitted Withdrawal Rates |
| --- | --- | --- | --- |
| Criterion | Hillsborough River | Morris Bridge | TOTAL |
| Annual Average Withdrawal | 82 mgd | 15.5 mgd | 88 mgd |
| Peak Monthly Withdrawal | 92 mgd | 27 mgd | 105 mgd |
| Maximum Daily Withdrawal | 104 mgd | 30 mgd | 128 mgd |

Note: mgd = millions of gallons per day

The City's water demands are expected to increase through the next century. Table 2 presents current projections of water demands through 2010.

<p>| TABLE 2 |
| Projected Raw Water Demands for the City of Tampa |</p>
<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Annual Raw Water Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995</td>
<td>75 mgd</td>
</tr>
<tr>
<td>2000</td>
<td>78 mgd</td>
</tr>
<tr>
<td>2010</td>
<td>85 mgd</td>
</tr>
</tbody>
</table>

The City has elected to maintain its currently permitted Hillsborough River water withdrawal at an annual average of 82 mgd.

Exhibit 2
Daily Withdrawals from the River to Obtain 82 MGD (Annual Average)

Hillsborough River flow is highly variable both seasonally and from year to year. River flow is highly dependent on rainfall, and is typically lower during dry weather months and higher during wet weather months. To minimize groundwater withdrawals and maximize the use of invested capital in the water treatment plant, the City must obtain its allocated 82 mgd from the river with available and proposed infrastructure during both drought and non-drought years. To evaluate how the City can ensure 82 mgd from this source, a two-step analysis was performed:

Identify drought and non-drought years.

Evaluate daily water withdrawals from the river during both drought and non-drought years to allow the City to obtain 82 mgd of water from the river.

Identification of Drought and Non-Drought Years

To evaluate the river flow during typical and drought years, rainfall data in the Tampa Bay area were analyzed. Annual rainfall records were obtained for Tampa International Airport for calendar years 1959 through 1995 and for the River Oaks Wastewater Treatment Plant (WWTP) for 1976 through 1985. The U.S. Geological Survey (USGS) Water Resources Database was searched to collect daily river flow records for the Hillsborough River for calendar years 1973 through 1996.

Two statistical distribution models were applied to the annual rainfall data for the two gauges and the river flow data: log-normal and log-Pearson Type III distribution models. These statistical fits indicated that the 1-in-20 year drought year was close to 1984 and the 1-in-10 year drought year was close to 1991. A typical/normal non-drought year was estimated to be comparable to 1986.

Evaluation of Daily Withdrawals to Obtain 82 mgd on an Annual Average Basis

Using the river flow data for drought and non-drought years, a simulation was designed to simulate the short-term operation of a trial water supply system, based on a given set of daily demands and an annual average raw water demand of 82 mgd.

The simulation was developed to provide criteria that defined how daily demands could be met based on daily river flow, reservoir capacity, available facilities, and previously stored water.

The simulation logic is defined as follows:

Condition I - daily divertable river flow is greater than or equal to the Hillsborough River Water Treatment Plant (HRWTP) capacity
Treat diverted flow
Inject into the raw water aquifer storage/recovery (ASR) system any remaining flow up to the ASR injection capacity
Distribute and obtain any needed flow from the finished water ASR system up to the capacity to meet system demands
Inject into the finished water ASR system any remaining finished water, up to the...
injection capacity of the ASR system

Condition II - daily divertable river flow is less than the HRWTP capacity
Treat diverted flow
Withdraw available supply from the raw water ASR system to keep HRWTP at capacity
Obtain any additional flow needed from the Tampa Reservoir up to the capacity of the HRWTP and up to the storage capacity of the reservoir
Distribute and obtain any needed flow from the finished water ASR system up to the capacity to meet system demands
Inject into the finished water ASR system any remaining finished water, up to the injection capacity of the ASR system

This logic was applied for each time step in the simulation. At the same time, Condition I and Condition II were optimized to ensure that the annual average withdrawal from the river never exceeded 82 mgd for both drought and non-drought years. Under these conditions, these simulations provided the peak monthly withdrawal and the maximum daily withdrawal as outputs to allow 82 mgd to be withdrawn from the river.

Results
Under the current permit conditions for the Hillsborough River, the average annual raw water withdrawal will be limited to approximately 67 mgd, even though the permitted withdrawal is 82 mgd.

To ensure that the City can obtain its current allocation of water from the Hillsborough River (82 mgd on an annual average basis), during both drought and non-drought years, river withdrawal limits need to be as follows:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Hillsborough River</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Average Withdrawal</td>
<td>82 mgd</td>
</tr>
<tr>
<td>Peak Monthly Withdrawal</td>
<td>142 mgd</td>
</tr>
<tr>
<td>Maximum Daily Withdrawal</td>
<td>142 mgd</td>
</tr>
</tbody>
</table>

Storage of raw and/or finished water using ASR will be required to attain an annual average withdrawal of 82 mgd.
FAX TRANSMITTAL

TO:  
George Nickerson (904) 224-4073  
Doug Bramlett (813) 847-8064  
Bill Johnson (813) 823-9152  
Mike McWeeny (813) 272-5589  
Pick Talley (813) 464-3595  
David Tippin (813) 274-7435  
Tom O’Neil (813) 841-4586  
Don Conn (813) 855-7479  
Fred Reeves (813) 841-8685  
Dave Forziano (813) 272-5231  
Mike Davis (813) 892-5262  
Kim Streeter (813) 892-5262  
Ed de la Parte (813) 229-2712  
Joseph A. Morrissey (813) 464-4147  
Tom Morrison (813) 258-3209  
Doug Manson (813) 221-1430

FROM:  Kathy M. Frv, Assistant City Attorney

CITY OF TAMPA ATTORNEY’S OFFICE

FAX NUMBER:  (813) 274-8809

DATE:  2-20-98

NO. OF PAGES, INCLUDING COVER SHEET:  15

MESSAGE:

IF YOU ARE UNABLE TO READ THIS DOCUMENT OR YOU DID NOT RECEIVE THE COMPLETE DOCUMENT, PLEASE CALL CYNTHIA AT (813) 274-8841.

315 East Kennedy Blvd., 5th Floor • Tampa, Florida 33602  
813/274-8996 • Fax: 813/274-8809

Exhibit 3
February 20, 1998

George H. Nickerson, Jr.
Naboros, Giblin & Nickerson, P.A.
Signature Plaza, Suite 1060
201 South Orange Avenue
Orlando, FL 32801

Dear Mr. Nickerson:

Enclosed please find the City of Tampa's proposed language regarding surface water issues. It is my understanding that the broad policy issues, except for minimum flows, have been agreed to by the "Group of 18." The language has been edited to encompass the operational parameters by which Tampa must operate which will assure that Tampa receives the basis of the Mayor's bargain.

Dave Tippin has discussed these operational issues with the TAC. Per a TAC request, I have also included a document prepared by CH2M Hill (Exhibit A) explaining the basis for the increase in the rate of withdrawal (maximum day and peak month) from the Hillsborough River Reservoir while at the same time maintaining the agreed upon quantity (annual average of 82 mgd). Please do not hesitate to contact me should you have any questions regarding this proposed language.

Sincerely,

Kathy M. Fry
Assistant City Attorney

KMF/cb
Enclosures
cc: James D. Palermo
TAC, LAC

K:\kmf\nick7.1st
MEMORANDUM

TO: Matthew Jordan
   Tampa Bay Water General Manager

FROM: Barrie S. Buenaventura
       Tampa Bay Water General Counsel

DATE: March 28, 2017

RE: Tampa Bay Water’s Interlocal Agreement and the Use of Reclaimed Water as a Potable Supply Source by Member Governments

Tampa Bay Water is in the feasibility stage of its Long-Term Master Water Plan and in addition to projects relying on traditional supply sources, the agency also is studying the potential for using reclaimed water as a potable supply source. Concurrent with this effort, several Member Governments have begun studies and pilot projects to assess various ways they may use reclaimed water to supplement existing potable supply sources. Within this context and in light of recent correspondence from the Mayor of Tampa (attached as Exhibit A), I have been asked the following questions:

(1) Can a Member Government use its reclaimed water to create a source of potable supply for its use?

(2) Can a Member Government use its reclaimed water to create a source of potable supply for other Member Governments?

In sum, reclaimed water may be used as a potable supply source for the Tampa Bay region, but just like all other sources used in the region, if it is to be placed directly into their public water supply system, it must be supplied to the Member Governments by Tampa Bay Water. With very limited exceptions, Tampa Bay Water is the sole and exclusive provider of potable water to the six Member Governments. While the City of Tampa has an exception that allows it to self-supply limited quantities, this exception does not extend to using reclaimed water to self-supply above the limited exception, nor does it allow the City of Tampa to treat its reclaimed water to provide to other Member Governments. Of the options for use of its Reclaimed Water outlined in the Mayor’s correspondence, many, if not all, would be permissible if they are developed through Tampa Bay Water, the regional provider. A more detailed analysis follows below.
Background

There are a variety of terms presently used for reclaimed water including reuse, purified water, direct potable reuse, indirect potable reuse, etc. For our purposes, the term Reclaimed Water will be used. Reclaimed Water is defined in the 1998 Interlocal Agreement as: “Water . . . that has received at least secondary treatment and basic disinfection and is reused after discharge from a domestic wastewater treatment facility.” An important related term is Water which is defined as “Quality Water and any other water to be used by a Member Government in its public water supply system.” (Emphasis supplied) Unless the context indicates otherwise, capitalized terms used herein are intended to have the meanings defined for them in Section 1.01 of the Interlocal Agreement.

Tampa Bay Water was created by its six Member Governments (the counties of Hillsborough, Pasco and Pinellas, and the cities of New Port Richey, St. Petersburg and Tampa) in 1998 with their approval of the Amended and Restated Interlocal Agreement (the “Interlocal Agreement”). Tampa Bay Water and the six Member Governments also entered into the Master Water Supply Contract concurrently with the Interlocal Agreement. While the Interlocal Agreement and Master Water Supply Contract do not prescribe or prohibit the use of any particular source of supply, they do require Tampa Bay Water to meet Member Government demands and to be their sole and exclusive supplier of drinking water, with limited exceptions.

Tampa Bay Water is the Region's Sole and Exclusive Wholesale Water Provider

With their approval of the Interlocal Agreement, the six Member Governments agreed that Tampa Bay Water would be their sole and exclusive provider of Water. See, Interlocal Agreement s. 3.02, and Master Water Supply Contract ss. 9 and 15. This is a significant and foundational premise of the Interlocal Agreement and there are very limited exceptions to this requirement. The limited exceptions are enumerated in the Interlocal Agreement and they include the right for Member Governments to purchase small amounts of water from other entities, and the right to purchase water from each other in times of emergency. See, Interlocal Agreement ss. 3.02(I) and 3.06 through 3.10. In addition, the City of Tampa has a unique exception to exclusivity relating to its reliance on surface water sources when Tampa Bay Water was created, and that exception will be addressed separately below.

Tampa Bay Water’s role as the sole and exclusive supplier was crucial to the agency’s ability to finance its purchase of Member Government wellfields and related facilities in 1998, and its subsequent development of new water supply projects and transmission mains interconnecting the regional water supply system. The Member Governments reinforced their mutual commitment to this foundational premise of the Interlocal Agreement by agreeing “not to work in concert with any person, corporation, local government, unit of federal or State government, special district, governmental authority or other entity for the purpose of avoiding or evading the exclusivity requirements of this Section 3.02.” See, Interlocal Agreement s. 3.02(I).

As noted above, the Interlocal Agreement defines Water as “Quality Water and any other water to be used by a member government in its public water supply system”. See, Interlocal Agreement s.
1.01. Quality Water is Water that meets certain water quality standards as specified in the Interlocal Agreement and Master Water Supply Contract. Id. Thus, the Interlocal Agreement provides that all water in a Member Government's public water supply system must be obtained from Tampa Bay Water, and Member Governments (other than Tampa, in the limited circumstances described below) may not put any water in their public water supply system, including purified Reclaimed Water, unless it is provided by Tampa Bay Water.

The Interlocal Agreement provides that Member Governments retain the right to develop, own, and operate all facilities for Reclaimed Water. See, Interlocal Agreement s. 3.09. Tampa Bay Water has no ownership interest in Reclaimed Water produced by the Member Governments. However, Member Governments (including Tampa) are not permitted to own or operate Water Supply Facilities, which are defined by the Interlocal Agreement as “Water production, treatment and/or transmission facilities and related real property”, excluding facilities for local distribution. See, Interlocal Agreement ss. 1.01 and 3.02. This means a Member Government is not permitted to own a facility which produces or transmits water that will be put into its public water supply system, even if the facility is treating or transmitting the Member Government’s Reclaimed Water. The Interlocal Agreement does not permit Member Governments to undertake projects that will result in the production of potable water for use in the Tampa Bay region unless the project is undertaken in conjunction with Tampa Bay Water, because to do so would contravene Tampa Bay Water’s role as the Member Governments’ sole and exclusive supplier of Water.

**Tampa’s Exclusivity Exception**

The City of Tampa’s exception to exclusivity allows it to withdraw specified quantities from the Hillsborough River and Tampa Bypass Canal. See, Interlocal Agreement s. 3.08. These quantities are the only water that Tampa may put in its public water supply system that is not provided by Tampa Bay Water. The Interlocal Agreement expressly states that Tampa’s exception to exclusivity is limited to the specific withdrawal quantities identified in the Interlocal Agreement. “It is understood and agreed that Tampa’s exception to the exclusivity requirements of Section 3.02 hereof is limited to the quantities described in Sections 3.08(A)(1) and 3.08(A)(4) and the use of Reclaimed Water, as set forth in Section 3.09 hereof.” See, Interlocal Agreement s. 3.08(A).

Further, while Tampa retains the “right to develop, own and /or operate facilities for Reclaimed Water”, since a specific project involving the City of Tampa’s reclaimed water that is identified in the Interlocal Agreement was not developed within the timeline specified in the Interlocal Agreement, Tampa does not have the right to develop or own Water Supply Facilities for the transport or delivery of Reclaimed Water to a Member Government’s public water supply system. See, Interlocal Agreement ss. 1.01, 3.02 and 3.09. The right of Member Governments to exchange or purchase Water among themselves is expressly limited to times of emergency or for maintenance purposes. See, Interlocal Agreement s. 3.02(1)(7).

The Interlocal Agreement states that Tampa retains the right to continue ongoing studies and implementation of Aquifer Storage and Recovery, which is defined to mean “the process of injecting, storing and recovering Water from aquifer systems.” See, Interlocal Agreement ss. 3.08(H) and 1.01. Tampa is currently pursuing a feasibility study for the Tampa Augmentation Project which will assess the feasibility of several ways of using Reclaimed Water discharged from Tampa’s wastewater
treatment plant as a source of potable supply. Several possible options for use of the City's Reclaimed Water are described in the attached correspondence from Mayor Buckhorn. While Tampa may use its Reclaimed Water and Aquifer Storage and Recovery to augment the Hillsborough River Reservoir or the Tampa Bypass Canal in order to maximize its permitted withdrawal quantities that are identified in the Interlocal Agreement, the Interlocal Agreement does not permit Tampa to further treat and deliver its Reclaimed Water directly to its public water supply system, or the public water supply system of other Member Governments. See, Interlocal Agreement ss. 3.02 and 3.09. Nor does the Interlocal Agreement permit Tampa to develop a wellfield, even if water pumped from the wellfield is offset by injecting Reclaimed Water into the aquifer. All water in each Member Government's public water supply system must be provided by Tampa Bay Water, subject to Tampa's exclusivity exception which is limited by, and does not extend beyond, the permitted surface water withdrawal quantities identified in the Interlocal Agreement.

The options currently under evaluation by the City of Tampa for use of its Reclaimed Water are described in the attached correspondence from Mayor Buckhorn. While one or more of these options appear to go beyond the City's exception to exclusivity, they can be modified to work through Tampa Bay Water and within the framework of the Interlocal Agreement, creating a source of potable supply through the regional provider of wholesale water.

**Conclusion**

The Member Governments agreed in the Interlocal Agreement that Tampa Bay Water would be their sole and exclusive supplier of drinking water. While there are exceptions, they are very limited and they must be construed narrowly. The City of Tampa may continue permitted withdrawals from the Hillsborough River and the Tampa Bypass Canal in the quantities specified in the Interlocal Agreement and it may use its Reclaimed Water and Aquifer Storage and Recovery to maximize its ability to withdraw these quantities. Tampa Bay Water does not have any ownership interest in Member Governments' Reclaimed Water, but the Interlocal Agreement does not permit Member Governments, including the City of Tampa, to put treated Reclaimed Water directly into their public water supply systems unless it is provided by Tampa Bay Water. The project concepts described in the attached correspondence from Mayor Buckhorn may contribute meaningfully to the region's future drinking water supply and as the regional wholesale water supplier, Tampa Bay Water can play a critical role in their development.

Enclosure: Exhibit A (March 15, 2017 letter from Mayor Buckhorn to Matt Jordan)

cc: Karl Nurse, Tampa Bay Water Chairman *(via email)*
Column: Protect regionalism and protect Tampa Bay Water

The Tampa Bay region has 10 years before new water supplies are needed, so there is plenty of time to work on regional solutions.

Published April 10, 2019

The intake/outflow tower of the C.W. Bill Young Regional Reservoir is seen in this aerial drone photo in Lithia. According to Tampa Bay Water, the reservoir holds 15.5-billion gallons of water and covers approximately 1,100 acres. It was built to handle hurricane force winds and 40-inches of rain in 24 hours without over-topping. [Times photo (2018) by Chris Urso]

Editor’s note: This column was written by former Tampa Bay Water/West Coast Regional Water Supply Authority board members Sallie Parks (former Pinellas County commissioner and Group of 18 participant); Ann Hildebrand (former Pasco County commissioner); Susan Latvala (former Pinellas commissioner); Ted Schrader, (former Pasco commissioner); Ronnie Duncan (former Pinellas commissioner and former SWFWMD Governing Board member); Karl Nurse (former St. Petersburg City Council member); and Jerry Maxwell, who was general manager from 1995-2007.

Twenty years ago, Tampa Bay Water was created as the region’s sole and exclusive drinking water provider. The local governments that created Tampa Bay Water agreed on a vision — a single drinking water utility where voting power was balanced and everyone shared in the cost of water for the community and the environment.

The local governments negotiated in good faith, putting their regionally significant water supplies into the regional system for the good of the region. The City of Tampa
was allowed a specific one-time exception for its historic use of the Hillsborough River, but it committed that its future needs would be met by the regional utility.

The creation of Tampa Bay Water has long been held as a model for regional cooperation, and its success is the region’s success. Our economy continues to grow because there is adequate water supply. Areas of environmental stress have recovered because we have a diverse, sustainable system. And when we all share the costs, water remains affordable.

So it is with great concern that many former leaders of Tampa Bay Water view the board’s coming Monday vote on Tampa’s proposed potable reuse project (TAP). If approved, Tampa will be able to fully self-supply using reclaimed water, but the unintended consequences could undermine the state’s only regional water success story.

Many believe the agreement will change the utility’s business model and restore disparities that Tampa Bay Water was formed to eliminate. If approved, the agreement allows a member to fully self-supply while still voting on matters in which it has no vested interest.

If approved, there is nothing to stop other member governments from following suit. Growing counties, like Hillsborough or Pasco, could argue the precedent allows them to self-supply.

Smaller governments like New Port Richey, or built-out governments, like Pinellas County and St. Petersburg, will be left with hundreds of millions in debt. And as Tampa Bay Water’s demand goes down, rates will go up for those left at the table.

Equally as important, there are too many unknowns related to TAP. The yield, cost, aquifer impacts and public acceptance have yet to be determined.

On the balance, there are many potential perils to a “yes” vote on TAP, but little risk to a “no” vote. TAP may be a viable option, but the only way to know and protect Tampa Bay Water is to make it a regional project. It could move forward with the other supply options, and once studies are completed, presented to the board with firm details.

The region has 10 years before new water supplies are needed, so there is plenty of time to work on regional solutions. We urge the board to take a bold policy position to protect Tampa Bay Water. Our economy, water supply and environment are too important to risk.
The following page(s) contain the backup material for Agenda Item: A Resolution by St. Petersburg City Council approving funding for five applications to the Intown Redevelopment Plan “Historic Rehabilitation and Conservation” grant program; approving a supplemental appropriation in the amount of $806,112 from the unappropriated balance of the Downtown Redevelopment District Fund (1105), to the Economic and Workforce Development Department, Economic and Workforce development Division (375.2609) Historic Rehabilitation and Conservation Project (TBD). Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Meeting of May 2, 2019

TO

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

SUBJECT

A Resolution by St. Petersburg City Council approving funding for five applications to the Intown Redevelopment Plan “Historic Rehabilitation and Conservation” grant program; approving a supplemental appropriation in the amount of $806,112 from the unappropriated balance of the Downtown Redevelopment District Fund (1105), to the Economic and Workforce Development Department, Economic and Workforce development Division (375.2609) Historic Rehabilitation and Conservation Project (TBD); and providing an effective date.

RECOMMENDATION

Administration recommends City Council approve the attached Resolution.

I. Request

City Council APPROVE the following grant funding levels for five applications to the Intown Redevelopment Plan “Historic Rehabilitation and Conservation Grant Program."

- Flori-de-Leon $250,000
- Hotel Detroit $110,145
- Snell Arcade $148,147
- State Theater $250,000
- Green Richman Arcade $47,820

The total award for the five grants is $806,112 that will be funded from a $1 million allocation for this inaugural round of grants. The program was budgeted $5 million from the IRP Redevelopment Trust Fund. If the grant requests are approved $4,193,888 will remain available in the trust fund for future rounds.

II. Overview of Program

The Historic Preservation and Conservation Grant Program was created as part of 2018 amendments to the Intown Redevelopment Plan. On August 2, 2018, St. Petersburg City Council approved Ordinance 333-H adopting amendments to the Intown Redevelopment Plan that increased by $115 million - from $117.354 million to $232.354 million – the public improvements in the IRP redevelopment program that can be funded by tax increment financing. Included as part of the $115 million increase was approval to use up to $5 million in City and County TIF contributions to assist the
rehabilitation of historic properties east of 8th Street. The Pinellas County Board of County Commissioners approved the amendments on September 13, 2018.

To distribute the public funding equitably, City Council approved Resolution 2018-599, which adopted the Intown “Historic Rehabilitation and Conservation Program” (see Attachment 1). The hallmarks of the program include:

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

City Council also approved a scoring system to objectively evaluate and prioritize grant submittals. The scoring system includes the following elements:

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

City Council also approved the creation of a Grant Review Committee (Committee) that would make the final determinations on property and project eligibility and scoring and make a recommendation to City Council on priority ranking. The Committee for this round of grants was made up of internal staff from the Economic and Workforce Development as well as Planning and Development, including those from Construction Services and Urban Planning and Historic Preservation.
III. Overview of Submitted Grant Applications

On December 19, 2018, City Administration mailed a Notice of Funding Availability to all eligible historic properties within the Intown Redevelopment Area, announcing the deadline of February 8, 2019, and offering a workshop on the application at the Sunshine Center on January 10, 2019.

On the February 8, 2019, deadline, the City received the following applications:

<table>
<thead>
<tr>
<th>Property</th>
<th>Address</th>
<th>Project Costs</th>
<th>Grant Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flori-de-Leon</td>
<td>130 4th Ave N</td>
<td>$847,460</td>
<td>$250,000</td>
</tr>
<tr>
<td>Hotel Detroit</td>
<td>215 Central Ave</td>
<td>$160,281-$280,281</td>
<td>$80,141-$140,241</td>
</tr>
<tr>
<td>Snell Arcade</td>
<td>405 Central Ave</td>
<td>$296,294</td>
<td>$148,147</td>
</tr>
<tr>
<td>State Theater</td>
<td>687 Central Ave</td>
<td>$678,500</td>
<td>$250,000</td>
</tr>
<tr>
<td>Green Richman Arcade</td>
<td>689 Central Ave</td>
<td>$40,899</td>
<td>$20,499</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$2.02M to $2.14M</td>
<td>$748,787-$808,887</td>
</tr>
</tbody>
</table>

The owner of the Station House, located at 260 1st Avenue South, also submitted application. However, because the property is not currently a National or Local Register property and has not been determined eligible for listing on the St. Petersburg Historic Register, the Grant Review Committee deemed it ineligible for the grant.

The five applications are proposing the following work which will cost an estimated $2 million in construction. You can access the complete submittals at [2019 IRP Historic Preservation Grant Applications](https://example.com).

1. **Flori-de-Leon.** Applicant proposes to renovate thirteen structurally compromised character-defining balconies. The project will involve removing deteriorated balcony slabs, repairing supporting steel structures, and installing new top coating for all balconies. In addition, the applicant will be weatherproofing the exterior through patching, caulking, re-stuccoing. Work will also involve replacing 54 existing 3-dimensional guardrails mounted on balconies with new ones and restoring 25 original two-dimensional balconette through cleaning, striping and repainting.

2. **Hotel Detroit:** Applicant is proposing to restore balconies on the Hotel Detroit, repair/replace front entry gates as well as replace front entry doors. In addition, the proposal includes repairing the north wall adjacent to Janus Landing. The only project element to receive at least the required three construction bids concerned the balcony restoration. The rest were provided by one construction company with a range of costs identified below.

3. **Snell Arcade.** Applicant is proposing to reroof the third and 8th floor, repair masonry including deteriorated masonry joints, failing window sealants and glazed
terra cotta tile. In addition, the applicant is proposing to install a generator to keep constant power to elevators and emergency lights and systems as well as upgrading the fire alarm system.

4. **State Theater.** Applicant is proposing to restore storefront using modern and energy efficient materials for use as a multi-event venue. The doors and windows will be replaced and two additional doors added to the east and west archways. The knee walls and glass block will be removed at the arched store fronts and detailed cleaning/restoration of the gothic decorative elements on the facade. A significant investment will also be made to recreate the blade-style State Theater sign and marquee in art deco fashion. Major interior work includes special attention being paid to preserving the architectural elements of the ceiling and staircase from the 1949 design and restoration of the original balcony seating. Interior systems will be upgraded.

5. **Green Richman Arcade.** Project will involve reroofing of the entire Green-Richman Arcade, including the first and second floors. The applicant will be installing TPO (Thermoplastic Polyolefin) roofing with new flashing/coping system, and installing vents. (Note: the Grant Review Committee would also allow the applicant to increase the scope of work by adding a new HVAC and awning.)

**IV. Scoring of Applications**

On March 6, 2019, the IRP Grant Review Committee convened to review and score five eligible applications to the City of St. Petersburg’s Intown “Historic Rehabilitation and Conservation Program”. The five applications represented a combined grant request from the City of more than $800,000.

After hearing presentations from the applicants and staff, the GRC scored each application according to nine criteria approved by City Council in November that would prioritize applications through a competitive process. The process yielded the following preliminary priority order:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Score</th>
<th>Property</th>
<th>Eligible Grant Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>49</td>
<td>Green Richman Arcade</td>
<td>$20,499</td>
</tr>
<tr>
<td>2</td>
<td>47</td>
<td>State Theater</td>
<td>$250,000</td>
</tr>
<tr>
<td>3</td>
<td>44</td>
<td>Snell Arcade</td>
<td>$148,147</td>
</tr>
<tr>
<td>4</td>
<td>37</td>
<td>Hotel Detroit</td>
<td>$140,141</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>Flori-de-Leon</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$808,787</strong></td>
</tr>
</tbody>
</table>

Because the State Theater, Snell Arcade and Hotel Detroit applications did not provide three estimates as required by the application process, the Committee offered each the opportunity to cure the deficiency. In addition, applicants for the Green Richman
Arcade, Snell Arcade and Hotel Detroit were offered the opportunity to present additional information to earn additional points. The Committee instructed all applicants to provide the additional information by **March 22, 2019, at 5:00 p.m.**

At the deadline, only the applicant for the Snell Arcade provided the additional two estimates for the terra cotta tile project (see the attachment to the application review sheet). The applicants for the Snell Arcade and Green Richman Arcade also provided information to document additional points their applications should receive.

The Green Richman applicant also submitted estimates for two projects (HVAC and awning) that were not included in their original grant submittal. The applicant requested the increase in project scope as he was unable to get the required three estimates for these additions by the original deadline and did not include them in the submittal.

With two applicants not submitting the required estimates, City Development Administration requested Construction Services and Permitting (CSP) to vet the estimates of the applications to ensure they were not unreasonable. CSP staff determined that “for the most part the estimates seem to be consistent with average costs we see in projects of this nature. Restoration projects of this kind are often highly contingent on the level of finishes proposed”.

Finally, the applicant for the State Theater submitted information from its general contractor documenting the increased estimated total costs of the project to $683,637.

**V. Grant Review Committee Recommendations**

On April 8, 2019, the Grant Review Committee reconvened to make final recommendations to City Council on application scoring and project eligibility as well as priority rankings. In consideration of the information submitted to the Committee after its March 6, 2019, meeting, the Committee made by unanimous vote the following recommendations:

1. Accept the original estimates from the Hotel Detroit and State Theater as a valid basis for determining funding awards based on evaluation of these estimates by staff from Construction Services and Permitting;

2. Certify the final scores for each application based on all information submitted by March 22\textsuperscript{nd};

3. Accept the request submitted by the Green Richman for an increase in the scope of work for its application from $40,890 to $95,640 based on additional estimates submitted on March 22\textsuperscript{nd};
4. Accept the additional costs submitted by the applicant of the State Theater documenting the estimated total costs of the project at $683,637;

5. Approve full funding of Flori-de-Leon’s request for $250,000 in IRP grant funding;

6. Approve a funding level of $110,140 for the Hotel Detroit for the IRP grant funding. This is based on total eligible project costs of $220,281 described as follows:
   o $75,781 for balcony repairs
   o $100,000 for repairing the north wall of the building
   o $20,000 for replacing the front entry gates
   o $25,000 for replacing the front entry doors

7. Require the Hotel Detroit applicant to complete the repairs to the balcony and wall before undertaking the latter two items as they are more historically important;

8. Allow the Hotel Detroit applicant to utilize the grant allowance for entry features ($22,500) to supplement the wall repair if costs are greater than anticipated;

9. Approve full funding of Snell Arcade’s request for $148,147 in IRP grant funding;

10. Approve a full funding level of $250,000 for the State Theater; and

11. Approve full funding of Green Richman’s amended request for $47,620 in IRP grant funding.

These recommendations yielded the following final priority list and eligible grant award funding.

<table>
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</tr>
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<td></td>
<td></td>
<td>Total</td>
<td>$806,112</td>
</tr>
</tbody>
</table>

VIII. Recommendation

Administration recommends City Council approve the attached Resolution.

Attachments: Resolution and Exhibits
A RESOLUTION BY THE ST. PETERSBURG CITY COUNCIL APPROVING FUNDING FOR FIVE APPLICATIONS TO THE INTOWN REDEVELOPMENT PLAN "HISTORIC REHABILITATION AND CONSERVATION" GRANT PROGRAM; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $806,112 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105), TO THE ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT, ECONOMIC AND WORKFORCE DEVELOPMENT DIVISION (375.2609) HISTORIC REHABILITATION AND CONSERVATION PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 2, 2018, St. Petersburg City Council approved Ordinance 333-H adopting amendments to the Intown Redevelopment Plan that increased by $115 million - from $117,354 million to $232,354 million – the public improvements in the Intown Redevelopment Plan (IRP) redevelopment program that can be funded by tax increment financing (TIF); and

WHEREAS, Ordinance 333-H also allows the City of St. Petersburg to utilize up to $5 million in City and Pinellas County TIF contributions to assist the rehabilitation of historic properties east of 8th Street; and

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

WHEREAS, to distribute the public funding equitably, City Council approved Resolution 2018-599, which adopted the Intown “Historic Rehabilitation and Conservation Program” the hallmarks of which include:

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

WHEREAS, by approving the Intown “Historic Rehabilitation and Conservation Program” City Council also approved a scoring system and created a Grant Review Committee that would make determinations on property and project eligibility and scoring and make a recommendation to City Council on priority ranking;

WHEREAS, on December 19, 2018, City Administration mailed a Notice of Funding Availability to all eligible historic properties within the Intown Redevelopment Area, announcing a deadline of February 8, 2019, and offering a workshop on the application at the Sunshine Center on January 10, 2019;

WHEREAS, on the February 8, 2019, deadline, the City received the following six applications with grant requests totaling between $829,287-$889,387:

- Flori-de-Leon 130 4th Ave N $250,000
- Hotel Detroit 215 Central Ave $80,141-$140,241
- Snell Arcade 405 Central Ave $148,147
- State Theater 687 Central Ave $250,000
- Green Richman Arcade 689 Central Ave $20,499
- Station House 260 1st Avenue South $80,500

WHEREAS, the Intown Historic Preservation Grant Committee (Committee) convened in a public meeting on March 8, 2019, to evaluate the grant applications;

WHEREAS, the Committee determined the Station House application was ineligible for grant funding because the property is not currently listed on either the National Register of Historic Places or the St. Petersburg Register property, is not a contributing property to a National Register or St. Petersburg Register historic district and has not been determined eligible for listing on the St. Petersburg Historic Register;

WHEREAS, after hearing presentations from the applicants and staff, the GRC scored each application according to the nine criteria approved by City Council in November that would prioritize applications through a competitive process. The process yielded the following preliminary priority order:

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<td>30</td>
<td>Flori-de-Leon</td>
</tr>
</tbody>
</table>
WHEREAS, because the State Theater, Snell Arcade and Hotel Detroit applications did not provide three estimates as required by the application process, the Committee offered each the opportunity to provide two more estimates by March 22, 2019;

WHEREAS, the Committee offered the applicants for the Green Richman Arcade, Snell Arcade and Hotel Detroit the opportunity to present additional information to earn additional points by close of business on March 22, 2019;

WHEREAS, at the March 22, 2019, deadline, only the applicant for the Snell Arcade provided the additional two estimates asked by the Committee, and the applicants for the Snell Arcade and Green Richman Arcade also provided information to document additional points their applications could potentially receive;

WHEREAS, with additional estimates not provided by the applicants for the State Theater and Hotel Detroit, City Development Administration requested the City of St. Petersburg’s Construction Services and Permitting (CSP) to vet the estimates of the applications to ensure they were not unreasonable or inflated;

WHEREAS, CSP staff determined that “for the most part the estimates seem to be consistent with average costs we see in projects of this nature. Restoration projects of this kind are often highly contingent on the level of finishes proposed”;

WHEREAS, the applicant for the State Theater submitted information from its general contractor documenting the increased estimated total costs of the project to $683,637 that is reflected in its application; and

WHEREAS, on April 8, 2019, the Grant Review Committee reconvened to make final recommendations to City Council on application scoring, eligible project costs, project eligibility as well as priority rankings; and

WHEREAS, in consideration of the information submitted to the Committee after its March 6, 2019, meeting, the Committee made by unanimous vote the following recommendations:

1. Accept the original estimates from the Hotel Detroit and State Theater as a valid basis for determining funding awards based on evaluation of these estimates by staff from Construction Services and Permitting;

2. Certify the final scores for each application based on all information submitted by March 22nd;

3. Accept the request submitted by the Green Richman for an increase in the scope of work for its application from $40,890 to $95,640 based on additional estimates submitted on March 22nd;

4. Accept additional costs submitted by the applicant of the State Theater documenting the estimated total costs of the project at $683,637;
5. Approve Flori-de-Leon’s request for $250,000;

6. Approve a funding level of $110,140 for the Hotel Detroit, based on total eligible project costs of $220,281 described as follows:
   - $75,781 for balcony repairs
   - $100,000 for repairing the north wall of the building
   - $20,000 for replacing the front entry gates
   - $25,000 for replacing the front entry doors

7. Require the Hotel Detroit applicant to complete the repairs to the balcony and wall before undertaking the latter two items as they are more historically important;

8. Allow the Hotel Detroit applicant to utilize the grant allowance for entry features to supplement the wall repair if costs if necessary;

9. Approve the Snell Arcade’s request for $148,147;

10. Approve the State Theater’s request for $250,000; and

11. Approve full funding of Green Richman’s amended request for $47,620 in IRP grant funding.

WHEREAS, the recommendations by the Committee yielded the following final priority list and eligible grant award funding; and

<table>
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<td>Snell Arcade</td>
<td>$148,147</td>
</tr>
<tr>
<td>4</td>
<td>37</td>
<td>Hotel Detroit</td>
<td>$110,145</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>Flori-de-Leon</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>$806,112</td>
</tr>
</tbody>
</table>

WHEREAS, the St. Petersburg Community Redevelopment Agency recommends that City Council approve the following grant funding amounts totaling $806,112 for five applicants to the Intown Redevelopment Plan “Historic Rehabilitation and Conservation Program”:

- Green Richman Arcade: $47,820
- State Theater: $250,000
- Snell Arcade: $148,147
- Hotel Detroit: $110,145
- Flori-de-Leon: $250,000

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, That the St. Petersburg City Council hereby approves the following grant
funding amounts totaling $806,112 for five applicants to the Intown Redevelopment Plan “Historic Rehabilitation and Conservation Program”:

- Green Richman Arcade $47,820
- State Theater $250,000
- Snell Arcade $148,147
- Hotel Detroit $110,145
- Flori-de-Leon $250,000

BE IT FURTHER RESOLVED That there is hereby approved the following supplemental appropriation for FY19:

Downtown Redevelopment District (1105)
Economic and Workforce Development Department, Economic and Workforce Development Division $806,112

BE IT FURTHER RESOLVED That the Hotel Detroit applicant is required to complete repairs to the balcony and north wall before undertaking the repair and/or replacement of the entry gate and door as they are more historically important and is allowed to utilize the grant allowance for entry features to supplement the wall repair costs if necessary.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT: APPROVED BY:

[Signatures]

City Attorney (Designee)  Alan DeLisle

City Development Administration

Elizabeth Makofske, Director
Budget and Management
Attachment 1

Resolution 2018-599
“Historic Rehabilitation and Conservation Grant Program”
A RESOLUTION BY ST. PETERSBURG CITY COUNCIL APPROVING THE PROPOSED “HISTORIC REHABILITATION AND CONSERVATION GRANT PROGRAM” FOR THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, City Administration has created the IRP “Historic Rehabilitation and Conservation Grant Program” to equitably disburse funding for eligible property owners within Intown.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposed “Historic Rehabilitation and Conservation Grant Program” for the Intown Redevelopment Plan that is detailed in Exhibit A is hereby approved.
This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 15th day of November, 2018.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

Purpose

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

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

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

Eligible Properties

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

In addition, properties that were determined eligible in 2006 for listing on the SPRHP may also take advantage of the program. Attachment 3 lists the properties that are currently deemed potential St. Petersburg historic landmarks based on a Determination of Eligibility. Properties not currently listed individually on the St. Petersburg or National Register of Historic Places, may undergo a Determination of Eligibility by City Historic Preservation staff to determine if their properties are eligible for listing. However, to apply for the IRP historic preservation grant,
a property must be formally deemed eligible for historic landmark listing by the Community Planning and Preservation Commission (CPPC), either as part of the 2006 group or by later action of the CPPC.

**Award Amount**

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

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

**Selection Process**

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

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

**Post Award Review and Compliance**

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

Eligible and Ineligible Costs (see Attachments 5 and 6)

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

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

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

Submittal Requirements

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

Application packages must include the following information:

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

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

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

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

a. Code enforcement liens
b. Special assessment liens
c. Pending judgment or foreclosure
d. Felony conviction
e. Mortgage payments three months in arrears
f. Unpaid property taxes
g. Unpaid property insurance
h. Pending litigation on foreclosure
Attachment 1
Intown Redevelopment Area

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

Individually Designated Historic Properties Currently Eligible for Grant

<table>
<thead>
<tr>
<th>Address</th>
<th>Site</th>
<th>Listing</th>
</tr>
</thead>
<tbody>
<tr>
<td>76 4th St N</td>
<td>U.S. Post Office</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>501 5th Avenue NE</td>
<td>Vinoy Park Hotel</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>262 4th Avenue N</td>
<td>Veillard House</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>405 Central Avenue</td>
<td>Snell Arcade</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>535 Central Avenue</td>
<td>Alexander Hotel</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>326 1st Avenue N</td>
<td>Dennis/McCarthy Hotel</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>689 Central Avenue</td>
<td>Green Richman Arcade</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>475 Central Avenue</td>
<td>S.H. Kress Building and Co.</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>685-87 Central Avenue</td>
<td>State Theater</td>
<td>LR</td>
</tr>
<tr>
<td>136 4th Avenue NE</td>
<td>Bay Gables</td>
<td>LR</td>
</tr>
<tr>
<td>130 4th Avenue N</td>
<td>Flori-de-Leon</td>
<td>LR</td>
</tr>
<tr>
<td>336 1st Avenue N</td>
<td>Women's Town Improvement Association</td>
<td>LR</td>
</tr>
<tr>
<td>556 Central Avenue</td>
<td>St. Petersburg Federal Savings and Loan</td>
<td>LR</td>
</tr>
<tr>
<td>201-215 Central Avenue</td>
<td>Detroit Hotel</td>
<td>LR</td>
</tr>
<tr>
<td>256 1st Avenue N</td>
<td>Binnie-Bishop Hotel</td>
<td>LR</td>
</tr>
<tr>
<td>136 5th Avenue N</td>
<td>Burnside House</td>
<td>LR</td>
</tr>
<tr>
<td>305 5th Street S</td>
<td>Emerson Apartments</td>
<td>LR</td>
</tr>
<tr>
<td>335 2nd Avenue NE</td>
<td>Comfort Station</td>
<td>LR</td>
</tr>
<tr>
<td>95 Central Avenue</td>
<td>Ponce de Leon Hotel</td>
<td>LR</td>
</tr>
<tr>
<td>340 Beach Drive NE</td>
<td>Lantern Lane</td>
<td>LR</td>
</tr>
<tr>
<td>15 8th Street N</td>
<td>Harlan Hotel</td>
<td>LR</td>
</tr>
</tbody>
</table>

"LR" = St. Petersburg Register of Historic Places

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

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Site</th>
<th>Year Determined Eligible</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 1st Avenue N</td>
<td>Jannus Landing</td>
<td>2006</td>
</tr>
<tr>
<td>242 1st Avenue N</td>
<td>Tamiami Hotel</td>
<td>2006</td>
</tr>
<tr>
<td>235 Central Avenue</td>
<td>St. James Hotel</td>
<td>2006</td>
</tr>
<tr>
<td>243-45 Central Avenue</td>
<td>St. Charles Hotel</td>
<td>2006</td>
</tr>
<tr>
<td>425-45 Central Avenue</td>
<td>Preston Hotel/Alden Hotel/ McCrory's</td>
<td>2006</td>
</tr>
<tr>
<td>449 Central Avenue</td>
<td>Florida Arcade</td>
<td>2006</td>
</tr>
<tr>
<td>465 Central Avenue</td>
<td>Lerner Stores</td>
<td>2006</td>
</tr>
<tr>
<td>483-99 1st Street S</td>
<td>Waterfront Park Apartments Coop</td>
<td>2006</td>
</tr>
<tr>
<td>128 3rd Street S</td>
<td>Fire Station #1</td>
<td>2006</td>
</tr>
<tr>
<td>33 6th Street S</td>
<td>Marbleside/St. Petersburg Federal S&amp;L</td>
<td>2006</td>
</tr>
<tr>
<td>341 3rd Street N</td>
<td>Victoria Apartments</td>
<td>2006</td>
</tr>
</tbody>
</table>
City staff will review the applications through the scoring system identified in Attachment 4 below. The ranked applications will then be forwarded to City Council, which will make the final decision on the award(s).

**Historic Significance**
- Both National and Local Register Individual Listing: 15 points
- Local Register of Historic Places only: 10 points
- Properties Determined Eligible for LRHP: 10 points
- National Register of Historic Places only: 5 points
- Contributing Property to NR District only: 1 point

**Capital Investment**
Construction value as a percentage of the appraised value of the property minus the land value
- 100 percent or more: 10 points
- 75% to 99%: 7 points
- 50% to 74.9%: 5 points

**Investment in Rehabilitating Historic Exterior and Interior Features**
- 75 percent or more of total capital investment: 10 points
- 50% to 74.9%: 7 points
- 25% to 49.9%: 5 points

**Investment in Major Building Systems to Extend Building Life**
- Reroofing: 5 points
- Structural repairs/upgrades to roof, walls and/or foundation: 5 points
- HVAC Replacement: 5 points
- Electrical wiring and service upgrade: 5 points

**Affordable Housing**
Defined as annual rents not exceeding 30 percent of the income of households at 120 percent or less than the area median income. (see annual Florida SHIP Guidelines that can linked to at [https://www.floridahousing.org/owners-and-managers/compliance/rent-limits](https://www.floridahousing.org/owners-and-managers/compliance/rent-limits))
- 10 or more units created or rehabilitated: 10 points
- 7 to 9 created or rehabilitated: 7 points
- 3 to 6 created or rehabilitated: 5 points
Award Request/Leverage Needed
- 40% to 50% of total eligible project costs: 7 points
- 30% to 39% of total eligible project costs: 5 points
- 20% to 29% of total eligible project costs: 3 points
- <20% of total eligible project costs: 0 points

Location along Central Avenue Corridor
(1st Avenues – from Beach Drive to 8th Street): 5 points

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

Current or Proposed Use
- Grow Smarter Industry: 7 points
- Class A Office Space: 7 points

Existing Local Business Tenant
Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”: 5 points

1 “Use” will be determined by using the North American Industrial Classification System designations. If user is “proposed” then applicant must provide evidence of commitment to lease property upon project completion.
Attachment 5
Eligible Expenses for Grant

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

- Acquisition costs
- Appliances
- Cabinets (unless preserving 90% or more of the original design for any given room)
- Carpeting
- Decks (not part of original building design)
- Demolition costs (removal of a building or historic fabric on property site)
- Enlargement costs
- Fencing
- Feasibility studies
- Financing fees
- Furniture
- Landscaping
- Leasing Expenses
- Moving (building) costs (if part of acquisition)
- Outdoor lighting remote from building
- Parking lot, driveway
- Personnel expenses
- Paving
- Planters
- Porches (and enclosures) and Porticos (not part of original building)
- Retaining walls
- Security measures
- Sidewalks (except to preserve historic hex-block)
- Signage (except for costs associated with restoring historic signage)
- Storm sewer construction costs
- Utilities off-site
- Window treatments such as curtains and blinds (historic screens and original hardware are allowed as expense)
Attachment 2

Review of Submitted Estimates
City of St. Petersburg Construction and Permitting Services
April 10, 2019

FROM: Angie Phillips
Plans Review Coordinator, Construction Services & Permitting

TO: Rick Smith
Economic Development Manager

RE: Cost Estimate Review
Intown Redevelopment Plan
Historic Preservation and Conservation Grant

Rick,

Don Tyre asked me to review the cost estimates submitted for Hotel Detroit, Snell Arcade, and Landmark Theater for the subject Grant. Please find attached my review comments. For clarity, my comments are itemized in order with each project’s Estimated Cost of Renovation for each Feature.

Please let me know if I may be of further assistance.
### HOTEL DETROIT

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>COST ESTIMATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restore balconies</td>
<td>$72,281</td>
<td>Average cost of labor and materials; replace / repair specialty ironwork</td>
</tr>
<tr>
<td>Restore / replace front entry gates</td>
<td>$15,000 - 20,000</td>
<td>Average cost for custom gate replacement of this size</td>
</tr>
<tr>
<td>Replace front entry doors</td>
<td>$20,000 - 30,000</td>
<td>Average cost for impact storefront system with hardware requirements</td>
</tr>
<tr>
<td>Repair north wall adjacent to Janus Landing</td>
<td>$50,000 - 150,000</td>
<td>Unknown factors make this hard to determine, but could reach $150,000 or more if interior repairs are necessary</td>
</tr>
<tr>
<td><em>Replace windows with more sound insulating values</em></td>
<td></td>
<td>Average cost $1250 per window for impact double hung windows. Will reduce sound transmission. *Double hung windows are a cheaper option as they allow windows to be caulked on outside from inside the unit vs single hung which requires a lift or &quot;cherry picker&quot; to seal/caulk.</td>
</tr>
</tbody>
</table>

### SNELL ARCADE

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>COST ESTIMATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroof 3rd floor roof</td>
<td>$24,700</td>
<td>Average cost of labor and materials for roof / patio</td>
</tr>
<tr>
<td>Reroof 8th floor roof</td>
<td>$32,000</td>
<td>Average cost of labor and materials for roof / patio / drainage</td>
</tr>
<tr>
<td>Repair existing masonry conditions to include deteriorated joints</td>
<td>$125,999</td>
<td>Costs varies for repointing, but based on info provided, there will be a fair amount of scaffolding, lifts, and staging to perform necessary repairs. Estimate includes alternate work.</td>
</tr>
<tr>
<td>Install 150 kw natural gas generator as a backup</td>
<td>$71,794</td>
<td>Average to high cost for 150kw generator with new natural gas pipe and electric to tasfer switch. *Will existing 500 gallon deisel tank remain or be removed? Costs?</td>
</tr>
<tr>
<td>Upgrade fire alarm system</td>
<td>$42,200</td>
<td>Average cost for alarm system upgrade. However, change orders seem likely and will drive this cost higher.</td>
</tr>
</tbody>
</table>
## LANDMARK THEATER

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>COST ESTIMATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restore storefront to reflect original design and 1949 retrofit</td>
<td>$135,500</td>
<td>Cost will vary, but seems average for extensive façade redesign with new storefront and structural retrofitting as necessary</td>
</tr>
<tr>
<td>Cleanup and restore existing decorative elements as necessary</td>
<td>$36,500</td>
<td>Costs varies for repointing, but based on info provided the estimate seems fair.</td>
</tr>
<tr>
<td>Restore signage and marquee to reflect blade sign</td>
<td>$36,500</td>
<td>Average to high cost for proposed signage and associated structural requirements, however, with custom signage and potentially unique structural issues due to historic nature of building, the higher cost may be justified.</td>
</tr>
<tr>
<td>Restore and preserve original feel of lobby design and Grand Theater first floor</td>
<td>$217,000</td>
<td>Costs vary tremendously based on level of finishes.</td>
</tr>
<tr>
<td>Repair and restore restroom facilities</td>
<td>$87,000</td>
<td>Average to high cost for new plumbing, fixtures and finishes. Cost will vary depending on level of finishes.</td>
</tr>
<tr>
<td>Balcony restoration</td>
<td>$127,500</td>
<td>Costs vary tremendously based on level of finishes.</td>
</tr>
</tbody>
</table>
Attachment 3

Final Application Review by Grant Review Committee

Flori-de-Leon
130 4th Avenue North
### Project Description and Budget

The Flori-de-Leon Apartments proposes:

1) Renovate the 13 most structurally compromised balconies that define its appearance and create community Will involve removing the deteriorated balcony slab, repairing supporting steel structures; replacing steel mesh slab supports; sloping balcony decks to remove water; and installing new top coating for all balconies.

2) Weatherproof building exterior including walls and doors/windows through patching, caulking, re-stuccoing,

3) Replace 54 existing 3-dimensional guardrails mounted on balconies with new ones. Restore 25 original two-dimensional balconette through cleaning, striping and repainting.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Renovate 13 balconies</td>
<td>$369,460</td>
</tr>
<tr>
<td>2) Weatherproof the building envelope</td>
<td>$228,000</td>
</tr>
<tr>
<td>3) Replace 54 guardrails and restore 25 balconettes</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

**Total Project Costs** $847,460
### Application Scoring Summary

**Final Results from April 8, 2019, Grant Review Committee Meeting**

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>10</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>10</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>5</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>0</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>0</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Application Score** 30
### Application Scoring Table

<table>
<thead>
<tr>
<th>Historic Significance</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15 points</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10 points</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10 points</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5 points</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1 point</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capital Investment</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction value as a percentage of the appraised value of the property minus land value.</td>
<td></td>
</tr>
<tr>
<td>100 percent or more</td>
<td>10 points</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The appraisal submitted by the applicant was done in February 2017 for insurance purposes based on the replacement method, the value was determined to be $14.5 million. This appraisal is too old based on the application submittal requirements. However, if this appraisal was to be used, the total project cost would be 6 percent of the value of the property. Zero points would be awarded.

<table>
<thead>
<tr>
<th>Investment in Rehabilitating Historic Exterior and Interior Features</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
<td>10 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7 points</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The proposed project cost exceeds $840,000. The weatherproofing of the building envelope and the repair and/or replacement of the balconies are definitively investments in rehabilitating historic features. Collectively, these two projects add up to 70 percent of the project cost and result in a score of 7 points. If the remaining project, repairing 1950s era balconettes and guardrails, is deemed work on a historic feature by preservation staff then the applicant will get 10 points.
## Investment in Major Building Systems to Extend Building Life

<table>
<thead>
<tr>
<th>Intervention</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
Weatherproofing is not a structural repair but it will prevent structural decline over time.

## Affordable Housing

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

<table>
<thead>
<tr>
<th>Number of Units Created or Rehabilitated</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more</td>
<td>10</td>
</tr>
<tr>
<td>7 to 9</td>
<td>7</td>
</tr>
<tr>
<td>3 to 6</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
Applicant has not provided evidence that any of the units are affordable. At any rate, no specific unit was being rehabilitated.

## Award Request/Leverage Needed

<table>
<thead>
<tr>
<th>Percentage of Total Eligible Project Costs</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50%</td>
<td>7</td>
</tr>
<tr>
<td>30% to 39%</td>
<td>5</td>
</tr>
<tr>
<td>20% to 29%</td>
<td>3</td>
</tr>
<tr>
<td>20%</td>
<td>0</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The award requested ($250,000) represents 29.5% of the total project costs ($847,460). Rounding up yields a 5-point score.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Location along Central Avenue Corridor</strong></td>
<td>0</td>
</tr>
<tr>
<td>1st Avenues – from Beach Drive to 8th Street</td>
<td>5 points</td>
</tr>
<tr>
<td>Comments/Notes:</td>
<td></td>
</tr>
<tr>
<td>Property is not located on Central Avenue.</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Small Storefront Width along Central Avenue Corridor/Beach Drive</strong></td>
<td>0</td>
</tr>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
<tr>
<td>Comments/Notes:</td>
<td></td>
</tr>
<tr>
<td>Program only applies to commercial uses on Central Avenue corridor and Beach Drive.</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current or Proposed Use</strong></td>
<td>0</td>
</tr>
<tr>
<td>Grow Smarter Industry</td>
<td>7 points</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
<tr>
<td>Comments/Notes:</td>
<td></td>
</tr>
<tr>
<td>The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.</td>
<td></td>
</tr>
<tr>
<td>Criteria only applies to nonresidential uses.</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Existing Local Business Tenant</strong></td>
<td>0</td>
</tr>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
<tr>
<td>Comments/Notes:</td>
<td></td>
</tr>
<tr>
<td>Program only applies to commercial uses on Central Avenue corridor and Beach Drive.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 4

Final Application Review by Grant Review Committee

Hotel Detroit
215 Central Avenue
Hotel Detroit
215 Central Avenue
2019IRP-#2

Final Application Overview
2019 IRP Historic Preservation Grant Submission

<table>
<thead>
<tr>
<th>Total Project Costs: $220,281</th>
<th>Eligible Project Costs: $75,281</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Costs Proposed for Historic Features: Applicant Identifies $150,000 to $225,000</td>
<td></td>
</tr>
<tr>
<td>Grant Request: $110,145</td>
<td>Maximum Grant Allowed: $250,000</td>
</tr>
<tr>
<td>Current Property Use: Residence/Retail</td>
<td>Proposed Use: Residence/Retail</td>
</tr>
</tbody>
</table>

Project Description and Budget

Applicant is proposing to restore balconies on the Hotel Detroit, repair/replace front entry gates as well as replace front entry doors. In addition, the proposal includes repairing the north wall adjacent to Janus Landing. The only project element to receive at least the required three construction bids concerned the balcony restoration. The rest were provided by one construction company with a range of costs identified below. (Note: the application also identified the need for soundproof windows but attached no cost estimates.)

<table>
<thead>
<tr>
<th>Project</th>
<th>Original Cost Estimate</th>
<th>Committee Recommended Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restore Balconies</td>
<td>$75,281</td>
<td>$75,281</td>
</tr>
<tr>
<td>Repair/Replace front entry gates</td>
<td>$15,000 to $25,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Replace Front Entry Doors</td>
<td>$20,000 to $30,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Repair North Wall adjacent to Janus Landing</td>
<td>$50,000 to $150,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Total Project Costs: $160,281-$280,281

Recommended Costs: $220,281

Construction and Permitting Services Department reviewed the estimates for the above items. It found that the range of costs provided for the entry features and repairing the north wall are reasonable and in line with costs it is observing. The Grant Review Committee recommended:

1) approve the midpoint of the range of the costs for replacing the front entry doors and repairing the north wall;
2) require the applicant to complete the repairs on the balcony and the north wall before undertaking construction on the entry features; and
3) allow the applicant to utilize the grant allowance for the entry features ($22,500) to supplement the wall repair project if costs are greater than anticipated.
Hotel Detroit  
215 Central Avenue  
2019IRP-2

Application Scoring Summary  
Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>10</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>10</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>7</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>0</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Application Score**  
37
# Application Scoring Table

## Historic Significance

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1</td>
</tr>
</tbody>
</table>

## Capital Investment

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

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 percent or more</td>
<td>10</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The applicant submitted an appraisal of $3.1 million from 2002, which does not meet the application requirement of an appraisal conducted within one year of application. In addition, evaluating eligible points for this category is complicated by the imprecise cost estimates ($185K to $280k) available for most of the project. However, even accepting the imprecise cost range and the old appraisal, the project costs would range between 6% and 9% of the appraisal and would not yield any points.

## Investment in Rehabilitating Historic Exterior and Interior Features

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>75% or more of total capital investment</td>
<td>10</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Again, the range of project cost estimates complicate scoring for this category. The one acceptable project estimate - the $75,281 for the balconies – would be considered an investment in rehabilitating historic exterior and interior features. If it gets divided into the one eligible cost $75,281, then it should be given a score of 10. If the balconies get divided into the cost range of $185,281 to $280,281, wherein the percentages range between 27% to 41%, then the project should be given a score of 5.

With the validation by Construction Services of the estimated construction costs for the north wall and entry features, the applicant will be expending nearly 80 percent of the project on historic features (the balcony and north wall). Therefore, the score for this criterion should be increased to 10 points.
### Investment in Major Building Systems to Extend Building Life

<table>
<thead>
<tr>
<th>Project</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The documentable portions of the project (i.e., balconies) do not involve investment in major systems. With the addition of the north wall repair, the applicant does receive a score of 5 points.

### Affordable Housing

<table>
<thead>
<tr>
<th>Units Created</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more units created or rehabilitated</td>
<td>10</td>
</tr>
<tr>
<td>7 to 9 created or rehabilitated</td>
<td>7</td>
</tr>
<tr>
<td>3 to 6 created or rehabilitated</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The proposal is not creating or rehabilitating affordable housing.

### Award Request/Leverage Needed

<table>
<thead>
<tr>
<th>Leverage Needed</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50% of total eligible project costs</td>
<td>7</td>
</tr>
<tr>
<td>30% to 39% of total eligible project costs</td>
<td>5</td>
</tr>
<tr>
<td>20% to 29% of total eligible project costs</td>
<td>3</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
Scoring this criterion was complicated initially by several considerations. First, the applicant does not identify their award request, only "50% of eligible costs." Also, the range of project cost estimates complicated scoring for this category. If the balconies were deemed the only eligible project cost (at $75,281) then the applicant could potentially receive $37,640 in grant funding. Therefore, this amount would be eligible for a score of 7 points.

However, with the validation by Construction Services of the estimated construction costs for the north wall and entry features and the recommendation of the Review Committee to accept the midpoint of estimate ranges, the entire scope of work proposed by the applicant is eligible for grant funding. The award request for this scope of work is still 50% of eligible costs so no change in points.
**Hotel Detroit**
215 Central Avenue
2019IRP- #2

<table>
<thead>
<tr>
<th>Location along Central Avenue Corridor</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Avenues – from Beach Drive to 8th Street</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
Property is located along Central Avenue.

<table>
<thead>
<tr>
<th>Small Storefront Width along Central Avenue Corridor/Beach Drive</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
“Small” storefront width is defined by the “Storefront Conservation Corridor Plan” as 20 feet or less. The commercial spaces occupied by Caddy’s and the former Detroit Liquors are 83 feet and 40 feet wide respectively.

<table>
<thead>
<tr>
<th>Current or Proposed Use</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Smarter Industry</td>
<td>7 points</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.

The project has 24 private residences and five commercial units that operate as restaurants and bars. None of those uses qualify as a Grow Smarter industry or are eligible for points as Class A Office space.
# Hotel Detroit

215 Central Avenue  
2019IRP- #2

<table>
<thead>
<tr>
<th>Existing Local Business Tenant</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The applicant provided no information by March 22nd to identify compliance.
Attachment 5

Final Application Review by Grant Review Committee

Snell Arcade
405 Central Avenue
Snell Arcade
405 Central Avenue
2019IRP- #3

Final Application Overview
2019 IRP Historic Preservation Grant Submission

<table>
<thead>
<tr>
<th>Total Project Costs: $296,294</th>
<th>Eligible Project Costs: $296,294</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Costs Proposed for Historic Features: $182,299</td>
<td></td>
</tr>
<tr>
<td>Grant Request: $148,147</td>
<td>Maximum Grant Allowed: $250,000</td>
</tr>
<tr>
<td>Current Property Use: MF/Office/Retail</td>
<td>Proposed Use: MF/Office/Retail</td>
</tr>
</tbody>
</table>

Project Description and Budget

Project includes the following elements:

Note: Estimates for #s 3 and 4 are from 2014 and 2016.

1. Reroof third-floor roof that doubles as a patio deck for residents on this floor.
2. Reroof 8th floor roof.
3. Repair masonry – includes deteriorated masonry joints, rusting window lintels, failing window sealants, and damaged glazed terracotta.
4. Install natural gas 150 kw generator to be used as backup when power goes off. This will supply power to life safety systems such as elevators, emergency lights and systems. Proposal will eliminate current diesel storage tank.
5. Upgrade fire alarm system with new EST3 fire alarm panel with voice evacuation and firefighter phone systems.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroof 3rd floor roof</td>
<td>$24,700</td>
</tr>
<tr>
<td>Reroof 8th floor roof</td>
<td>$32,000</td>
</tr>
<tr>
<td>Repair existing masonry conditions to include deteriorated joints,</td>
<td>$125,999</td>
</tr>
<tr>
<td>Install 150 kw natural gas generator as a backup</td>
<td>$71,794</td>
</tr>
<tr>
<td>Upgrade fire alarm system</td>
<td>$42,200</td>
</tr>
<tr>
<td><strong>Total Project Costs</strong></td>
<td><strong>$296,693</strong></td>
</tr>
</tbody>
</table>
# Application Scoring Summary

Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>15</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>7</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>7</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>0</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Application Score**

| Score | 39 |
## Application Scoring Table

### Historic Significance

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1</td>
</tr>
</tbody>
</table>

### Capital Investment

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

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 percent or more</td>
<td>10</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

### Investment in Rehabilitating Historic Exterior and Interior Features

<table>
<thead>
<tr>
<th>Investment Range</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more</td>
<td>10</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

### Comments/Notes:

- Note applicant did not provide an appraisal.
- The fire system and mechanical upgrades are not considered historic rehabilitation. The masonry repair alone, a clear historic rehab project, reflects 43 percent of the total capital investment. Adding the two roofs would increase that percentage to 62 percent.
Investment in Major Building Systems to Extend Building Life

<table>
<thead>
<tr>
<th>Activity</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5 points</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5 points</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5 points</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

Project will involve reroofing 3rd and 8th floors.

Affordable Housing

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

<table>
<thead>
<tr>
<th>Units Created/Rehabilitated</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more units created or rehabilitated</td>
<td>10 points</td>
</tr>
<tr>
<td>7 to 9 units created or rehabilitated</td>
<td>7 points</td>
</tr>
<tr>
<td>3 to 6 units created or rehabilitated</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

No affordable units are being created or rehabilitated.

Award Request/Leverage Needed

<table>
<thead>
<tr>
<th>Cost Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50% of total eligible project costs</td>
<td>7 points</td>
</tr>
<tr>
<td>30% to 39% of total eligible project costs</td>
<td>5 points</td>
</tr>
<tr>
<td>20% to 29% of total eligible project costs</td>
<td>3 points</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

The total cost of the project is estimated at $296,693 with the applicant request 50 percent.
### Location along Central Avenue Corridor

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

**Comments/Notes:**

Project is located along Central Avenue.

### Small Storefront Width along Central Avenue/Beach Drive

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

**Comments/Notes:**

“Small” storefront width is defined by the “Storefront Conservation Corridor Plan” are defined as 20 feet or less. The three commercial spaces in the Arcade fronting Central Avenue all have store widths 34 feet or greater.

### Current or Proposed Use

| Grow Smarter Industry | 7 points |
| Class A Office Space | 7 points |

**Comments/Notes:**

The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.

No uses in the building meet this criterion.
**Existing Local Business Tenant**

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

**Comments/Notes:**

The “Storefront Conservation Corridor Plan” supports a Local, Independent Business, which is defined as the following:

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 makes 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.

d. Business must have no more than three franchises or outlets.

The applicant provided a document from Sunbiz.org that among other items confirms that this restaurant is the only one operating as Bombay Grill under this LLC in Florida. The document names Mr. Rajesh Kumar the manager and agent with mailing addresses in Hillsborough and Hernando counties. In addition, a Mr. Rajesh Kumar owns a dozen or more properties in Pinellas County but homesteads his property in Treasure Island. Because Mr. Kumar does not appear to be a resident of St. Petersburg, the applicant is not eligible for points under this criterion.
Attachment 6

Final Application Review by Grant Review Committee

State Theater
687 Central Avenue
Final Application Overview
2019 IRP Historic Preservation Grant Submission

Total Project Costs: $683,637  Eligible Project Costs: $683,637

Total Costs Proposed for Historic Features: $591,500

Grant Request: $250,000  Maximum Grant Allowed: $250,000

Current Property Use: Concert Venue/Night Club
Proposed Use: Concert Venue/Night Club/Event Space

Project Description and Budget
The project calls for extensive renovations on both the exterior and interior of the building.

**Exterior** restore storefront using modern and energy efficient materials for use as a multi-event venue. The doors and windows will be replaced and two additional doors added to the east and west archways. The knee walls and glass block will be removed at the arched storefronts and detailed cleaning/restoration of the gothic decorative elements on the façade. A significant investment will also be made to recreate the blade-style State Theater sign and marquee in art deco fashion.

**Interior** will be overhauled with special attention paid to preserving the architectural elements of the ceiling lines and staircase from the 1949 design. The 1980s bathroom will be completely removed and replaced with new fixtures, tile and plumbing consistent with original era. The original balcony seating will be restored with replica seating. Fire and sprinkler system will be brought up to date as electrical and plumbing.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Restore storefront to reflect original design and 1949 retrofit</td>
<td>$135,500</td>
</tr>
<tr>
<td>2) Clean up and restore existing decorative elements and masonry</td>
<td>$36,500</td>
</tr>
<tr>
<td>3) Restore signage and marquee to reflect blade style</td>
<td>$75,000</td>
</tr>
<tr>
<td>4) Restore and preserve original feel of lobby design and Grand Theater first floor</td>
<td>$217,000</td>
</tr>
<tr>
<td>5) Repair and restore restroom facilities</td>
<td>$87,000</td>
</tr>
<tr>
<td>6) Balcony restoration</td>
<td>$127,500</td>
</tr>
</tbody>
</table>

**Total Project Costs** $678,500
# Application Scoring Summary

Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>10</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>10</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>5</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>7</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total Application Score**  
47
# Application Scoring Table

<table>
<thead>
<tr>
<th>Historic Significance</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15 points</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10 points</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10 points</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5 points</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1 point</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capital Investment</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction value as a percentage of the appraised value of the property minus land value</td>
<td></td>
</tr>
<tr>
<td>100 percent or more</td>
<td>10 points</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The property was appraised in May 2018 under the sales comparison ($1.7 million) and income approach ($2.29 million). With project costs at $683,000, this represents 39.9 percent of the lesser appraisal amount.

<table>
<thead>
<tr>
<th>Investment in Rehabilitating Historic Exterior and Interior Features</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
<td>10 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7 points</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
Approximately $591,000 of the total project budget will be devoted to rehabilitating historic exterior and interior features. This represents 87 percent of the total.
### Investment in Major Building Systems to Extend Building Life

<table>
<thead>
<tr>
<th>Investment</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Based on the project description the applicant will be upgrading electrical wiring and service upgrade. (Note: amend to add fire suppression and safety upgrades as eligible in the future)

### Affordable Housing

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

<table>
<thead>
<tr>
<th>Number of Units Created or Rehabilitated</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more</td>
<td>10</td>
</tr>
<tr>
<td>7 to 9</td>
<td>7</td>
</tr>
<tr>
<td>3 to 6</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Project is a commercial use.

### Award Request/Leverage Needed

<table>
<thead>
<tr>
<th>Percentage of Total Eligible Project Costs</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50%</td>
<td>7</td>
</tr>
<tr>
<td>30% to 39%</td>
<td>5</td>
</tr>
<tr>
<td>20% to 29%</td>
<td>3</td>
</tr>
<tr>
<td>20% of Total Eligible Project Costs</td>
<td>0</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The applicant is requesting $250,000 to assist with the project, which is 36.8% of the total costs of $683,000.
<table>
<thead>
<tr>
<th><strong>Location along Central Avenue Corridor</strong></th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Avenues – from Beach Drive to 8&lt;sup&gt;th&lt;/sup&gt; Street</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The building is located along Central Avenue.

<table>
<thead>
<tr>
<th><strong>Small Storefront Width</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg &quot;Storefront Conservation Corridor Plan&quot;</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

"Small" storefront width is defined by the "Storefront Conservation Corridor Plan" as defined as 20 feet or less. The building is a single-use space and is 58 feet wide.

<table>
<thead>
<tr>
<th><strong>Current or Proposed Use</strong></th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Smarter Industry</td>
<td>7 points</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.

The State Theater is a performing arts venue which is classified under the North American Industrial Classification System as a "Promoter of Performing Arts, Sports, and Similar Events with Facilities" (71131). This use is deemed as Grow Smarter industry under "Creative Arts and Design."
### Existing Local Business Tenant

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

#### Comments/Notes:

The “Storefront Conservation Corridor Plan” supports a Local, Independent Business, which is defined as follows:

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 makes 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.

d. Business must have no more than three franchises or outlets.

According to Sunbiz records provided by the applicant, Landmark Theater Group LLC, which owns the property, meets the definition above. Kevin Chadwick, the manager of the LLC, has homesteaded property in St. Petersburg.
## Project Description and Budget

### Original Application Scope of Work

Project will involve reroofing of the entire Green-Richman Arcade, including the first and second floors. The applicant will be installing TPO (Thermoplastic Polyolefin) roofing with new flashing/coping system, and installing vents.

### Project Cost Estimate

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing both floors of Arcade</td>
<td>$40,899</td>
</tr>
<tr>
<td>Total Project Costs</td>
<td>$40,899</td>
</tr>
</tbody>
</table>

### Amended Scope of Work

Project will involve reroofing of the entire Green-Richman Arcade, including the first and second floors. The applicant will be installing TPO (Thermoplastic Polyolefin) roofing with new flashing/coping system, and installing vents. In addition, the applicant was approved by the Grant Review Committee to amend his scope of work to include an awning as well as HVAC. He provided estimates for these two projects by the March 22nd deadline (see attached).

### Project Cost Estimate

<table>
<thead>
<tr>
<th>Project</th>
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</thead>
<tbody>
<tr>
<td>Reroofing both floors of Arcade</td>
<td>$40,899</td>
</tr>
<tr>
<td>Awning</td>
<td>$26,341</td>
</tr>
<tr>
<td>HVAC</td>
<td>$28,400</td>
</tr>
<tr>
<td>Total Project Costs</td>
<td>$95,640</td>
</tr>
</tbody>
</table>
Attachment 7

Final Application Review by Grant Review Committee

The Green Richman Arcade
689 Central Avenue
# Final Application Scoring Summary

Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>15</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>5</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>10</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>7</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>5</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>7</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>5</td>
</tr>
</tbody>
</table>

## Total Application Score

59
### Application Scoring Table

<table>
<thead>
<tr>
<th>Historic Significance</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
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<td>10 points</td>
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</tbody>
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</thead>
<tbody>
<tr>
<td>Construction value as a percentage of the appraised value of the property minus land value</td>
<td></td>
</tr>
<tr>
<td>100 percent or more</td>
<td>10 points</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Applicant submitted an appraisal from August 2016, which does not meet the application requirement for an appraisal no older than one year. At any rate, if the appraisal were accepted, the project would receive no points. The “value conclusion” finds that the property would be valued at $1.41 million “as is” and $1.64 million with renovation/stabilization. The construction value as a percentage of either valuation is less than 3 percent. The Grant Review Committee accepted the applicant’s request to add projects to the scope of work that raised the percentage to nearly 7 percent, which still does not affect the score.

<table>
<thead>
<tr>
<th>Investment in Rehabilitating Historic Exterior and Interior Features</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
<td>10 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7 points</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Project does not involve rehabilitating historic roofing material. However, with the Grant Review Committee accepting the amended project scope and deeming the addition of the awning as an investment in rehabilitating a historic feature then 28 percent of the project will involve investment in a historic feature, which makes it eligible for 5 points.
Green-Richman Arcade  
689 Central Avenue  
2019IRP- #5

<table>
<thead>
<tr>
<th><strong>Investment in Major Building Systems to Extend Building Life</strong></th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5 points</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5 points</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5 points</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The grant will fund reroofing the second and first floor. With the Grant Review Committee accepting the amended project scope the HVAC replacement adds another 5 points to this category.

<table>
<thead>
<tr>
<th><strong>Affordable Housing</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Affordable” is defined as annual rents not exceeding 30 percent of the income of households at 120 percent or less than the area median income. (see annual Florida SHIP Guidelines that can linked to at <a href="https://www.floridahousing.org/owners-and-managers/compliance/rent-limits">https://www.floridahousing.org/owners-and-managers/compliance/rent-limits</a>)</td>
<td></td>
</tr>
<tr>
<td>10 or more units created or rehabilitated</td>
<td>10 points</td>
</tr>
<tr>
<td>7 to 9 created or rehabilitated</td>
<td>7 points</td>
</tr>
<tr>
<td>3 to 6 created or rehabilitated</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
Project does not involve housing.

<table>
<thead>
<tr>
<th><strong>Award Request/Leverage Needed</strong></th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50% of total eligible project costs</td>
<td>7 points</td>
</tr>
<tr>
<td>30% to 39% of total eligible project costs</td>
<td>5 points</td>
</tr>
<tr>
<td>20% to 29% of total eligible project costs</td>
<td>3 points</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The award requested ($20,499) represents 50% of the total project costs ($40,899) giving it a 7-point score. With the Grant Review Committee accepting the amended project scope the award now requested ($47,820) is 50% of the total project costs ($95,640). No change in points.
Green-Richman Arcade
689 Central Avenue
2019IRP- #5

<table>
<thead>
<tr>
<th>Location along Central Avenue Corridor</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Avenues – from Beach Drive to 8th Street</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

Project is on Central Avenue.

<table>
<thead>
<tr>
<th>Small Storefront Width along Central Avenue/Beach Drive</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

“Small” storefront width is defined by the “Storefront Conservation Corridor Plan” is defined as 20 feet or less. The Green-Richman Arcade has two storefronts each 15-ft. wide that are separated by the Arcade.

<table>
<thead>
<tr>
<th>Current or Proposed Use</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Smarter Industry</td>
<td>7 points</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services. Staff will utilize the NAICS classification system to determine Grow Smarter uses.

The applicant provided the following tenant roll by March 22nd. Staff has determined that two of the tenants – Chromatic and thetechreviewer.com - qualify as Grow Smarter uses under both Data Analytics and Creative Arts and Design. Chromatic qualifies as a Custom Computer Programming Service (541511) which NAICS describes as “comprising establishments primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer.” Thetechreviewer.com qualifies as Internet Publishing and Broadcasting and Web Search Portals (519130), which “comprises establishments primarily engaged in (1) publishing and/or broadcasting content on the Internet exclusively or (2) operating Web sites that use a search engine to generate and maintain extensive databases of Internet addresses and content in an easily searchable format (and known as Web search portals). The publishing and broadcasting establishments in this industry do not provide traditional (non-Internet) versions of the content that they publish or broadcast. They provide textual, audio, and/or video content of general or specific interest on the Internet exclusively.”
### Green-Richman Arcade
689 Central Avenue
2019IRP- #5

<table>
<thead>
<tr>
<th>Company</th>
<th>Industry</th>
<th>Grow Smarter Cluster</th>
<th>NAICS Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chromatic</td>
<td>Web Development</td>
<td>Data Analytics</td>
<td>541511</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Creative Arts &amp; Design</td>
<td></td>
</tr>
<tr>
<td>thetechreviewer.com</td>
<td>Technology Blogger</td>
<td>Data Analytics</td>
<td>519130</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Creative Arts &amp; Design</td>
<td></td>
</tr>
<tr>
<td>Pro-voke</td>
<td>Consulting / Organization design and structure</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Smar7 Apps LLC</td>
<td>Sales App / Upsell App</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Zoe Blueprint</td>
<td>Computer/Business related services</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Inherent Strength, LLC.</td>
<td>Life Coaching / Mental Health Counseling</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Bronson medical</td>
<td>Healthcare</td>
<td>None</td>
<td>NA</td>
</tr>
</tbody>
</table>

### Existing Local Business Tenant

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

**Comments/Notes:**

The “Storefront Conservation Corridor Plan” supports a Local, Independent Business, which is defined as the following:

- **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 makes 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.
- **d.** Business must have no more than three franchises or outlets.

Applicant provided corporate documents from Sunbiz.org for Urban Creamery LLC that identified the LLC as being solely located at this site in St. Petersburg. In addition, the registered agent/manager is a resident of St. Petersburg.
The following page(s) contain the backup material for Agenda Item: Approving the St. Petersburg Complete Streets Implementation Plan.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
REPORTS

Meeting of May 2, 2019

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

SUBJECT: Resolution approving the St. Petersburg Complete Streets Implementation Plan ("Plan"); Authorizing the City Administration to make non-substantive changes as necessary to the draft Plan prior to publication of the final Plan.

EXPLANATION: On November 2nd, 2015 the Complete Streets City Administrative Policy became effective which created the Complete Streets Committee and required the development of a Complete Streets Plan. On November 12, 2015 City Council passed Resolution 2015-540 supporting the Complete Streets Program and Administrative Policy. The City’s Complete Streets Committee held its inaugural meeting in July 2016 and has been convening monthly ever since to help guide the Complete Streets Plan creation and assist in decision-making requirements for other Complete Streets projects that have been implemented concurrently with the Plan creation. On November 10, 2016, City Council approved an agreement with Kimley-Horn and Associates, Inc. to assist the City in developing the Complete Streets Implementation Plan.

At the forefront of the Plan’s development through the past two plus years has been a robust public engagement process that sought to solicit input for the Plan through a variety of ways including general and area public workshops, online surveys, targeted stakeholder outreach, and continued communication with the Complete Streets Committee and elected officials. Beginning in Spring 2017, the City hosted a series of four public workshops in different locations spread around the City to hear the community’s goals and ideas for Complete Streets. An online survey followed with over 750 responses while the Complete Streets Committee held topical workshops to incorporate feedback within the consultant’s work. In Fall 2017, another public open house was held at the Main Branch Library on October 3, 2017 to share the Plan’s initial draft of essential maps and other elements. Staff realized the importance of having several meetings, all of which were open to everyone, in various parts of the City to make it as easy as possible to facilitate public participation early and throughout the process. In addition to the public meetings Staff made presentations to City Council in September 2017, November 2017, and March 2019 to provide updates and feedback from the Council. Once the first full draft of the Plan was ready, a sixth public meeting was held on December 12, 2018 at Empath Health Center in central St. Petersburg to demonstrate the Plan’s contents and receive additional feedback.

The Complete Streets Implementation Plan will serve as a vision and blueprint for how St. Petersburg’s streets should be designed and function over the next 20-plus years. In all, the guiding principles and underlying goals of the Complete Streets Plan will be considered in all decision-making, which is that Complete Streets are planned, designed, operated, and maintained so that people of all ages and physical and economic abilities can safely and comfortably move around the city street network, and that a Complete Street provides the right accommodation for the land use context. This long-term approach will help guide the City with a comprehensive and enduring
vision in mind rather than attempting to complete transportation projects in a reactionary manner. The Plan should not be considered inflexible nor as written “in stone”. Rather, the Plan will be updated every five years based on the assessment of projects implemented, changing conditions, and additional public engagement. Additionally, inclusion in the Plan does not mean a project is guaranteed to be implemented as shown on a map. Particularly with the projects that propose to make major changes, additional data-driven study and significant engagement with the public, particularly those most directly impacted, will occur prior to final decisions on whether to move forward with a particular major Plan element. As previously committed, in addition to other engagement strategies and actions, Administration affirms its commitment to provide direct notice to all properties early in the public engagement process for a corridor through direct mail or in-person delivery which is considered for substantial change such as a lane elimination or repurposing.

The City’s Comprehensive Plan, City Policies, and Council priorities as evidenced by various legislation envisions a City with more people choosing to walk, bike, take transit and share trips. While more people are choosing these options for the benefits of health, the environment, quality of life and economic development, the City should take seriously the responsibility to provide mechanisms to do so which are as safe as possible. The City can achieve this through Complete Streets efforts including but not limited to a combination of more high-quality crossings, new bike lanes and trails, and local streets with more moderate vehicle speeds. So much of the City’s landscape is our roadway system and we must take purposeful efforts to make streets safer to cross and travel upon.

The City must also consider that transportation mode is not always a choice. A high number of the City’s population does not have the option to use a car on a regular basis. The Complete Streets Plan does not attempt to make driving so difficult that people choose to give up their car and succumb to walking, riding a bike, and taking transit. Rather, it seeks to better-balance the interests of all roadway users and recognize that the fatality statistics nationally and locally suggests that a great need exists to protect the most vulnerable roadway users who are people walking, biking and on motorized scooters and motorcycles.

The Plan also assists in creating an environment that fosters better public transit. It is not St. Petersburg’s primary role to manage or fund a robust public transit program, but it can manage the streets in a way that helps PSTA do the best they can with the limited resources available now. It also helps to prepare for a future when other funding sources are identified so that public transit can be a more viable means of transportation for everyone. As Plan elements are put in place to aid PSTA in providing better service to our residents and visitors, the City should expect PSTA to join with the City and place higher investments on corridors where the City prioritizes transit through Complete Streets. PSTA has already demonstrated their willingness to do so on recent projects and has conveyed they support Complete Streets because, in part, it provides better access to bus stops and helps increase ridership. Indeed, bus ridership on MLK Street between 5th and 30th Avenue North is already up 15% year-over-year based on October through early February 2017-18 versus the same period in 2018-19, which is likely not coincidental.
The Plan does not focus on increasing roadway capacity for motorists within the City because providing additional capacity on applicable roadways within Pinellas County is already planned for in coordination with Forward Pinellas, Pinellas County, and FDOT. For example, St. Petersburg has previously worked very closely with Forward Pinellas and FDOT to seek congestion relief on Gandy Boulevard and other Gateway area major roadways while also pursuing congestion relief on I-275 throughout all of St. Petersburg. Through those efforts, within the next five to seven years it is expected that lane continuity and limited widening and ramp adjustments will be implemented throughout the entire city limits, along with new express lanes from downtown St. Petersburg north across the Howard Frankland Bridge; this is in addition to the $400+M Gateway Expressway project currently under construction. In all, these improvements will encourage long-distance drivers to use those facilities rather than attempt to find faster routes on parallel local roads. In the next decade well over one billion dollars is expected to be spent on increasing roadway capacity in St. Petersburg, primarily on the interstate but also on other local roads such as with the Carillon Business Park ($2mil+). It is recognized that capacity projects on regionally significant roadways are an important component of transportation planning in St. Petersburg for the foreseeable future, and complement the Complete Streets Plan by providing congestion relief where appropriate.

As Council knows, St. Petersburg is not alone in pursuing Complete Streets. Due to FDOT’s Complete Streets policy, design on State roadways in St. Petersburg has markedly improved in the last several years. Our partners at Forward Pinellas, the agency planning the integration of land-use and transportation for the entire County has a laser-focus on safety including Complete Streets. This is evidenced in not only how the agency goes about planning transportation but also in their relatively recent creation of a Complete Streets grant program for both planning and construction. St. Petersburg has already been named the winner of two construction projects and one planning project within their Complete Streets program, making the City the winner of more of these grant funds than any other agency in the County. Furthermore, through Forward Pinellas’ Partners in Action award, they are also encouraging the County and local municipalities to be courageous in implementing change to effectuate a better transportation system and has awarded the 2nd year’s award to St. Petersburg for the MLK Street Complete Streets project.

Inasmuch as Pinellas County and the State are pursuing Complete Streets, so are other cities around the region and nation as Complete Streets programs are quickly playing a significant role in attracting and retaining businesses. As employers seek to locate in a city that provides mobility options and safe, active transportation choices, having a Complete Streets Plan that clearly outlines how that will be achieved in St. Petersburg helps to retain the City’s competitive edge with our peer communities. And, economic development itself is a critical component of the Complete Streets Plan. The plan acknowledges the desire for quality placemaking, transit-oriented development, and smart growth all of which are linked with the City’s Grow Smarter Initiative to support the continued prosperity of St. Petersburg, its residents and visitors, now and for years to come.

City Council’s time and feedback during previous working sessions and the March 28th Committee of the Whole meeting are much appreciated and valuable in moving from a draft plan to a final
draft ready for Council’s consideration. Due to the large size of the entire Plan, the full content of
the final draft Plan can be found at www.stpete.org/completestreets while the Introduction section
has been attached to this backup material. The Resolution being Considered by Council at this
time is included in the backup materials and includes a provision that allows Administration to
make any final non-substantive changes to the Final Draft Plan necessary to publish a Final Plan.

RECOMMENDATION: Administration recommends Council approve the attached
Resolution approving the St. Petersburg Complete Streets Implementation Plan (“Plan”);
Authorizing the City Administration to make non-substantive changes as necessary to the draft
Plan prior to publication of the final Plan..

COST/FUNDING/ASSESSMENT INFORMATION: There are no funds directly required
for the approval of the Resolution and Complete Streets Implementation Plan. However, elements
within the Plan require both current and future funding, including local funds and anticipated future
grant funds, for the Plan to be implemented. Existing local funding to be invested for Plan
implementation includes the Multimodal Impact Fees Capital Improvement Fund (3071) as well
as the Neighborhood & Citywide Capital Improvement Fund (3027).

ATTACHMENTS: Resolution Supporting Complete Streets Plan
Complete Streets Administrative Policy #020400
Complete Streets Resolution 2015-540
Complete Streets Plan Introduction Section

APPROVALS: Administrative Budget
Resolution No. ___

A RESOLUTION APPROVING THE ST. PETERSBURG COMPLETE STREETS IMPLEMENTATION PLAN ("PLAN"); AUTHORIZING THE CITY ADMINISTRATION TO MAKE NON-SUBSTANTIVE CHANGES AS NECESSARY TO THE DRAFT PLAN PRIOR TO PUBLICATION OF THE FINAL PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg ("City") Comprehensive Plan’s Vision Element directly supports the principle that mobility afforded to the individual is fundamental to the success of the City’s land use and transportation system; and

WHEREAS, through implementation of the City’s Complete Streets Program, streets are designed and operated to promote safety and accessibility for all users of the transportation network, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and people of all ages and physical and economic abilities; and

WHEREAS, the City has stated its desire for inclusion of a Complete Streets philosophy within the Transportation Mission Statement in the Vision Element, which states: “St. Petersburg will have a livable balance of connected transportation options for all of its citizens. Pedestrian and bicycle facilities shall be designed, encouraged and celebrated as indicators of a healthy city. Public transit shall be sensitive to the context of neighborhoods and integrated into future economic and development plans”; and

WHEREAS, the City recognizes the potential benefits to its sustainability efforts, the local economy, and other positive transformations that may occur with investments made in implementing Complete Streets; and

WHEREAS, the City has a significant interest in maintaining a sustainable transportation system, and increasing the opportunity for bicycle and pedestrian travel as an alternative to the automobile which reduces the City’s reliance on fossil fuels which places the City of St. Petersburg in a position to more effectively reduce greenhouse emissions and improve air quality; and

WHEREAS, St. Petersburg desires to be a city of opportunity whereby the health and wellness of its citizens is considered vital to the overall shared success of the City and a
transportation network that considers the needs of all users will be a key component toward providing access to healthy lifestyles; and

WHEREAS, the City desires to complement the efforts being adopted by communities across the nation at all levels of government, including the Federal Safe Streets Act of 2014; the Florida Department of Transportation, which has adopted a Complete Streets Policy; and the Pinellas County Transportation Plan, which includes an endorsement of Complete Streets elements; and

WHEREAS, on November 2, 2015, the Complete Streets City Administrative Policy #020400 became effective, which included the requirement to create and adopt the Complete Streets Implementation Plan ("Plan"); and

WHEREAS, on November 12, 2015, City Council passed Resolution 2015-540, wherein the Council affirmed its support of the Complete Streets Program and Administrative Policy #020400, thus launching the development of the Plan; and

WHEREAS, since July 2016, the City’s Complete Streets Committee has convened monthly to guide Plan development; and

WHEREAS, on November 10, 2016, City Council approved an agreement with Kimley-Horn and Associates, Inc. to assist the City’s efforts to create the Plan; and

WHEREAS, beginning in Spring 2017, the City hosted four area-wide public workshops to solicit public input with respect to goals and ideas for Complete Streets; and

WHEREAS, on October 3, 2017, the City hosted a city-wide open house to share the Plan’s initial findings; and

WHEREAS, on December 12, 2018, another city-wide public meeting was held to share the first draft of the Plan with the community; and

WHEREAS, this final draft Plan before the City Council will serve as a long-term vision and blueprint for how St. Petersburg’s street network should be designed and function over the next two decades, which will also be responsive to changing conditions and public engagement in five-year increments; and

WHEREAS, the final draft Plan may require non-substantive edits necessary prior to the publication of the final Plan.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg that this Council hereby approves the final draft of the Complete Streets Implementation Plan ("Plan"), in order to create a comprehensive, integrated, and connected network where Complete Streets are designed and operated to promote safety and accessibility for all users of our roads, trails, and transit systems, including pedestrians, bicyclists, transit riders, motorists, and operators of commercial and emergency vehicles, and people of all ages and physical and economic abilities.

BE IT FURTHER RESOLVED, that it is this City Council’s intent to authorize the City Administration to make any non-substantive changes to the attached final draft Plan necessary to publish the final Plan.

This resolution shall become effective immediately upon its adoption.

LEGAL:  

DEPARTMENT:
Synopsis:

As the City of St. Petersburg grows, the roadways must evolve to continue meeting the civic goals of safety, equity, public health, quality of life, access to jobs and economic development. In particular, the City desires to be a premier destination for accessibility that includes walking and bicycling. To that end, Complete Streets are planned, designed, operated, and maintained so that people of all ages and physical and economic abilities can safely and comfortably move around the city street network. A Complete Street provides the right accommodation for the land use context and is therefore not a mandate to provide exclusive facilities for each mode on every street. Establishing Complete Streets will enable the City of St. Petersburg to further achieve its status as a city of opportunity where the sun shines on all who come to live, work and play.

Complete Streets policies are being adopted in communities across the nation at all levels of government, including the Florida Department of Transportation which adopted a Complete Streets policy in September 2014. At the Federal level, the Safe Streets Act (S. 2004/H.R. 2468), introduced in 2015, requires states and Metropolitan Planning Organizations to adopt inclusive transportation policies for future projects within two years. By adopting a Complete Streets policy at this time, the City of St. Petersburg will join with the other communities who are leading the development of transportation systems that are not only inclusive but are also more environmentally sustainable, promote economic development, and ultimately provide for a healthier city. Principles supported by Complete Streets, including compact development in established town and city centers, transit connecting homes and jobs, and neighborhoods and streets that make walking and bicycling safe, convenient, and enjoyable are proven smart growth measures that are known to increase property tax revenues and support reduced costs for providing public services.

This policy outlines the approach and steps the City Administration will pursue to achieve a network of Complete Streets in St. Petersburg. In addition to the policy directives, City staff is directed to create a Complete Streets Implementation Plan as described herein. The Implementation Plan will include an update of the 2003 Bicycle and Pedestrian Master Plan as an essential piece of a comprehensive, integrated, and connected network of facilities that fit the land use context.

Policy:

1. In addition to the customary accommodation of motorists and commercial traffic, facilities for pedestrians, bicyclists and transit riders will be established as core elements in the planning and design of all roadway and bridge projects, including privately constructed roadways.
2. The City will seek to attain the desired roadway character and performance that would achieve the community’s goals for each corridor’s land use context. Motor Vehicle Level of Service is one metric used to evaluate the performance of a particular roadway intersection or corridor for one group of users. To achieve the desired character and performance, additional quantitative and qualitative metrics including safety, comfort for all roadway users, and establishing neighborhood character conducive to economic development will factor into future roadway design decisions.

The most appropriate context-sensitive roadway design standards will be considered while recognizing the need for flexibility in balancing the needs of the users as well as adjacent land uses.

3. City staff will create a Complete Streets Implementation Plan to guide the development of future roadway facilities for all modes of travel, with an emphasis on identifying roadway modifications and improvements needed to facilitate non-motorized travel. However, contextually appropriate bicycle and pedestrian accommodation will be considered for all roadways whether the specific improvements are outlined in the Complete Streets Implementation Plan or not.

4. The City will draw upon all appropriate sources of funding including but not limited to City, County, State and Federal sources to implement the Complete Streets program.

5. City departments will incorporate the corresponding elements of these Complete Streets principles into their work plans.

Procedure:

The appropriate City staff in all Administrations, led by the Transportation and Parking Management Department, will develop guidelines and an implementation plan for the City of St. Petersburg’s Complete Streets program for approval by the City Administrator. These guidelines and the Complete Streets Implementation Plan will be developed collaboratively with all appropriate City Departments and through an extensive program of public involvement. All new processes, guidelines, designations, metrics, and specific facility recommendations will be outlined in the Plan. The Complete Streets program and implementation plan will include the following components:

1. Complete Streets Implementation Plan – The City Administrator will direct the Transportation and Parking Management Department, as well as other appropriate departments, to update the City’s 2003 Bicycle Pedestrian Master Plan to include an assessment of the current roadway and trail networks and develop recommendations that reflect a Complete Streets approach to the transportation system. The resulting plan will document existing conditions and barriers, establish a network of bicycle routes, identify needed facilities to make walking and bicycling safe and comfortable choices, prioritize the identified improvements and connections to complete the network, and establish a Complete Streets checklist to be used in the planning, design, and construction phases of all roadway development and redevelopment projects.
The Complete Streets Implementation Plan will define and apply a Complete Streets functional classification overlay for principal arterials, minor arterials, collectors and neighborhood collectors. The functional overlay will include such elements as the appropriate mix of facilities and design speeds to meet the given or desired land use character for each corridor.

2. **Design Standards & Training** - The appropriate City staff from the City Development Administration and Public Works Administration will review current design standards, including any subdivision and land development regulations that apply to new roadway construction, to ensure that they reflect the most appropriate context-sensitive design guidelines to achieve Complete Streets. The design references to be reviewed and considered for endorsement include but are not limited to publications from the American Association of State Highway and Transportation Officials (AASHTO), National Association of City Transportation Officials (NACTO), Institute of Transportation Engineers (ITE), Congress of New Urbanism (CNU), Federal Highway Administration (FHWA), and Florida Department of Transportation (FDOT).

The Administration and all appropriate Departments will encourage and support staff professional development and training on Complete Streets design and implementation best practices through attending conferences, classes, seminars, and workshops.

3. **Management & Coordination** - The City Administrator will promote project coordination among city administrations and departments with an interest in the activities that occur within the public right-of-way in order to better use fiscal resources and achieve the goals of this Policy. The Transportation and Parking Management Department is directed to lead the Complete Streets program. The following Administrations are key stakeholders in implementing Complete Streets: City Development, Public Works, Leisure Services, and Neighborhood Affairs.

The City will work with partner agencies and utilities that perform work within the public right-of-way to be sure that their efforts are in keeping with the Complete Streets policy. The City Administrator is directed to work with partner agencies and jurisdictions to ensure that multimodal connections can be made across jurisdictional boundaries.

The Mayor's Bicycle and Pedestrian Advisory Committee (BPAC) was established as a part of the adoption of the CityTrails Bicycle Pedestrian Master Plan in 2003 to provide an outlet for citizens to both learn about and provide feedback on bicycle and pedestrian planning efforts being undertaken by the City as a part of the CityTrails plan implementation. The BPAC's contributions and dedication to the cause have made great strides to advance ideas and progress for pedestrians and bicyclists. In accordance with this policy, and to assure City staff is aware of the committee concerns, a new regular committee, the Complete Streets Committee, will be established as a resource and collaborative partner for the Mayor and other City elected officials, municipal staff,
and partner agencies to effectively implement Complete Streets in St. Petersburg. This committee should also include representation from partner agencies.

The Complete Streets Committee will be chaired by staff from the Transportation and Parking Management Department, and be comprised of not more than 20 voting representatives from City departments and suggested community groups including, but not limited to:

a. City Departments
   i. Transportation and Parking Management – Chair, non-voting
   ii. Transportation and Parking Management
   iii. Planning and Economic Development
   iv. Engineering and Capital Improvements
   v. Office of Sustainability
   vi. Stormwater, Pavement and Traffic Operations
   vii. Neighborhood Affairs
   viii. Parks and Recreation
   ix. Urban Affairs
   x. Police
   xi. Fire Rescue

b. Partner Organizations (5 members)
   i. St. Petersburg Area Chamber of Commerce
   ii. Council Of Neighborhood Association (CONA)
   iii. American Association of Retired Persons (AARP)
   iv. Pinellas County Metropolitan Planning Organization/ Pinellas Planning Council (MPO/PPC)
   v. Florida Department of Health – Pinellas County

c. Citizen Perspectives (5 members)
   i. Local bicycle and pedestrian advocacy group
   ii. Committee to Advocate for Persons with Impairments (CAPI) Citizen Representative
   iii. St. Petersburg Sustainability Council
   iv. Citizen-At-Large - #1
   v. Citizen-At-Large - #2

The Complete Streets Implementation Plan will be developed collaboratively with the guidance of the Complete Streets Committee and an extensive program of public involvement. New processes, guidelines, designations, metrics, and specific facility recommendations will be outlined in the Plan. The Committee will also serve as the body to review and recommend approval of any variances from the Plan’s provisions.

4. Funding – The City Budget and Management Department, with assistance from all applicable City departments, will identify all current and potential future sources of funding at the local, state, and federal levels for street improvements and recommend improvements to the project selection criteria to support Complete Streets projects. The funding partners to be consulted may include but are not limited to the Florida
Department of Health (FDOH) - Pinellas County, the Pinellas Suncoast Transit Authority (PSTA), Pinellas County, the Florida Department of Transportation, and TBARTA.

5. Outreach – The City will prepare outreach materials for key community stakeholders which explain the requirements and standards associated with the implementation of the Complete Streets policy. Materials to be developed include but are not limited to website content, maps and route information, public education covering newly implemented facilities, information sheets for developers and business owners, and other topical issues.

Additionally, the Transportation and Parking Management Department will host a quarterly forum that is open to the public, with a specific invitation to the existing BPAC members, in order to continue to garner feedback from the citizenry about their transportation concerns and to provide information on the City’s transportation planning efforts.

6. Reporting and Evaluation - An annual report will be made to the City Council by the Transportation and Parking Management Department showing progress made in implementing this policy. The report will include accomplishments from each participating department, indicators measuring the impact of the Complete Streets Program, current barriers to implementation, and the work plan for the following year.

The Complete Streets Implementation Plan will be updated four fiscal years after adoption to document accomplishments and recalibrate priorities.

Contact: Transportation and Parking Management Director
A RESOLUTION SUPPORTING THE COMPLETE STREETS PROGRAM; PROVIDING THAT IT IS THE CITY’S INTENT THAT ALL APPROPRIATE SOURCES OF FUNDING, INCLUDING CITY, COUNTY, STATE AND FEDERAL SOURCES ARE DRAWN UPON TO IMPLEMENT THE COMPLETE STREETS PROGRAM; INSTRUCTING THE CITY CLERK TO TRANSMIT A COPY OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Vision Statement directly supports the principle that mobility afforded to the individual is basic to the success of the City’s land use and transportation system; and

WHEREAS, through implementation of the City’s Complete Streets Program, streets are designed and operated to promote safety and accessibility for all users of the transportation network, including pedestrians, bicyclists, transit riders, motorists, commercial and emergency vehicles, and people of all ages and physical and economic abilities; and

WHEREAS, the City has stated its desire for inclusion of a Complete Streets philosophy within the Transportation Mission Statement in the Vision Element of the Comprehensive Plan which states, “St. Petersburg will have a livable balance of connected transportation options for all of its citizens. Pedestrian and bicycle facilities shall be designed, encouraged and celebrated as indicators of a healthy city. Public transit shall be sensitive to the context of neighborhoods and integrated into future economic and development plans”; and

WHEREAS, the City has, through the implementation of the CityTrails Bicycle Pedestrian Master Plan, made significant progress toward development of a pedestrian and bicycle network throughout St. Petersburg that has helped to create a more balanced transportation system that enhances mobility; and

WHEREAS, the City updated its Land Development Regulations to recognize the importance of providing context-sensitive land use planning that supports the desire of the City to improve the balance in the community’s mobility as well as to help create unique and long-lasting places; and

WHEREAS, the City recognizes the potential benefits to the local economy and positive transformations that may occur with investments made in implementing Complete Streets; and
WHEREAS, the City has a significant interest in maintaining a sustainable transportation system, and increasing the opportunity for bicycle and pedestrian travel as an alternative to the automobile which reduces the City’s reliance on fossil fuels which places the City of St. Petersburg in a position to more effectively reduce greenhouse emissions and improve air quality; and

WHEREAS, St. Petersburg desires to be a city of opportunity whereby the health and wellness of its citizens is considered vital to the overall shared success of the City and a transportation network that considers the needs of all users will be a key component toward providing access to healthy lifestyles; and

WHEREAS, the City desires to complement the efforts by the Florida Department of Transportation (FDOT) that adopted a Complete Streets Policy in September 2014 which states in part that the “Department will routinely plan, design, construct, reconstruct and operate a context-sensitive system of ‘Complete Streets’. While maintaining safety and mobility, Complete Streets shall serve the transportation needs of transportation system users of all ages and abilities”; and

WHEREAS, the Pinellas County Transportation Plan includes an endorsement of Complete Streets elements that are similar to those in the FDOT Complete Streets Policy by establishing goals that call for the provision of a balanced and integrated multi-modal transportation system for local and regional travel that enhances quality of life and promotes sustainability.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg that this Council hereby affirms its support of the Complete Streets Program, including City of St. Petersburg Administrative Policy #020400 regarding the Complete Streets Program, which calls for the City of St. Petersburg to continue the development of its transportation system with the intent to create a comprehensive, integrated, and connected network where Complete Streets are designed and operated to promote safety and accessibility for all users of our roads, trails, and transit systems, including pedestrians, bicyclists, transit riders, motorists, and operators of commercial and emergency vehicles, and people of all ages and physical and economic abilities.

BE IT FURTHER RESOLVED, that it is this City Council’s intent that all appropriate sources of funding, including City, County, State and Federal sources, are drawn upon to implement the Complete Streets Program.

BE IT FURTHER RESOLVED, that the City Clerk is instructed to transmit a copy of this Resolution to the President of the United States, the United States Senate Majority Leader, the Speaker of the United States House of Representatives, the United States Secretary of Transportation, the State of Florida Department of Transportation Secretary, members of the Pinellas County Legislative Delegation, and the Executive Director of the Pinellas County Metropolitan Planning Organization and Pinellas Planning Council.
This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 12th day of November, 2015.

Charles Gerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST:
Chan Srinivasa, City Clerk
IMPLEMENTATION PLAN
COMPLETE STREETS
SECTION 1: INTRODUCTION

What Are Complete Streets?

Complete Streets are transportation environments where people of all ages and physical and economic abilities can safely and comfortably move around the city. Rather than a single set of prescribed elements, Complete Streets are flexible and take into account the surrounding land uses they’re intended to serve. Complete Streets include strategic connections within the grid of streets such that a network of routes and facilities are provided for all modes to efficiently reach all parts of the City.

St. Petersburg has a well-established, dense grid of streets that create the underlying walkable urban form that spans the entire city. The grid means that anywhere you want to go, there are numerous route choices and excess vehicular capacity on almost all major thoroughfares. The City’s land area is almost fully developed which means growth is being accommodated via redevelopment and increasing density within the existing urban pattern. Having an underlying urban street grid and a traditional pattern of mixed uses is ideal for walking and bicycling and has been a natural catalyst for the regeneration seen across the City in the past decade. The thriving downtown area features a density and mix of uses that places it among the premier urban areas in all of Florida. The surrounding areas are generally stable residential neighborhoods and commercial strips that have also seen reinvestment.

In addition to the many aspirational goals embodied by Complete Streets, a fundamental principle guiding the approaches and designs is increased safety and comfortable mobility options for all modes of travel. The numbers of injuries and fatalities on our streets are sobering. Most traffic crashes are preventable and the severity of the remaining crashes can be minimized. The Complete Streets program is a recognition of the need to address the issue of traffic safety at a system level.

Complete Streets Policy & Resolution

Mayor Rick Kriseman issued the Complete Streets Administrative Policy on November 2, 2015 (#020400) to direct future priorities and projects. The St. Petersburg City Council then unanimously-approved Complete Streets City Council Resolution 2015-540 affirming Council support of the Complete Streets Program, including the Administrative Policy. The Resolution calls for the City to continue the development of its transportation system with the intent to create a comprehensive, integrated, and connected network where Complete Streets are designed and operated to promote safety and accessibility for all users of our roads, trails, and transit systems, including people walking, bicycling, using public transit, driving, and operating commercial and emergency vehicles, and people of all ages and physical and economic abilities. The full language of the Policy and supporting Council Resolution can be found in Appendix A.

The Complete Streets Policy outlines the approach and steps the City will pursue to achieve a network of Complete Streets in St. Petersburg, including the creation of this Complete Streets Implementation Plan. The core elements of the Policy are:
1. Facilities for people walking, bicycling, and using public transit should be established as core elements in the planning and design of all roadway and bridge projects

2. Appropriate context-sensitive roadway design standards should be considered while recognizing the need for flexibility in balancing the needs of users and adjacent land uses

3. City staff should create a Complete Streets Implementation Plan to guide the development of future roadway facilities for all modes of travel

4. The City should draw upon all appropriate sources of funding

5. City departments should incorporate the corresponding elements of these Complete Streets principles into their work plans

This Complete Streets Implementation Plan defines the approach and steps the City will pursue to achieve the desired character and performance of every street as envisioned in the Policy and Resolution. To achieve that end, additional quantitative and qualitative metrics including safety, comfort for all roadway users, and establishing neighborhood character conducive to economic development will factor into future roadway design decisions. This Plan therefore identifies needed project delivery process changes, a proactive capital improvements program to build a network of connected routes for different users, and the means of measuring success.

**Complete Streets Committee**

The Complete Streets Committee was created by the Complete Streets Policy to direct development of this Implementation Plan and to be a forum to guide future decisions as the principles and projects outlined in this Implementation Plan are brought to fruition. With meetings starting in 2016 shortly after passage of the Complete Streets Policy, the Complete Streets Committee is led by Transportation and Parking Management Department staff and is comprised of City staff from various departments, partner agencies and organizations, and citizen representatives. The Complete Streets Committee membership is intended to represent different perspectives and functional specialties to promote coordination among City Administrations and Departments, and to ensure communication with our community stakeholders. Per the Complete Streets Policy, the Committee is comprised of a maximum of 20 members and includes the following representatives:

**City of St. Petersburg Departments (as named within the Complete Streets Policy):**

- Transportation and Parking Management – Chair, non-voting
- Transportation and Parking Management
- Planning and Economic Development (now Planning and Development Services)
- Engineering and Capital Improvements
- Office of Sustainability & Resiliency
- Stormwater, Pavement and Traffic Operations
- Neighborhood Affairs
- Parks and Recreation
- Urban Affairs
- Police
- Fire Rescue
Partner Organizations (five members):

- St. Petersburg Area Chamber of Commerce
- Council of Neighborhood Association (CONA)
- American Association of Retired Persons (AARP)
- Forward Pinellas (the Pinellas County Metropolitan Planning Organization/ Pinellas Planning Council)
- Florida Department of Health – Pinellas County

Citizen Perspectives (five members)

- Local bicycle and pedestrian advocacy group
- Committee to Advocate for Persons with Impairments (CAPI) Citizen Representative
- St. Petersburg Sustainability Council
- Citizen-At-Large - #1
- Citizen-At-Large - #2

The Complete Streets Committee guided the development of this Implementation Plan via numerous project updates and topical workshops where the content within was explored and created collaboratively. Specific Plan topics and content informed through engagement with the Committee include: initial program priorities, how to incorporate feedback received through the public open houses, development and application of the street types and context zones, modal priorities, maximum desired operating speeds, Implementation Plan goals and objectives, evaluation metrics and data collection priorities, design criteria to be applied to future projects, a proactive capital program, and implementation priorities.

Upon adoption of the Plan, the Complete Streets Committee will continue to meet and provide guidance on the development of projects that impact the streets in St. Petersburg. The Complete Streets Committee will also continue to play a significant role in decisions that will enact the principles within this Implementation Plan for years to come.

Community Engagement

The concepts and priorities in this Plan were guided by a series of discussions with citizens and stakeholder groups to identify the needs and opportunities for changes around the City. In addition to numerous meetings and in-person discussions, drafts of all project materials were posted to the City’s website, social media platforms, and shared via email distribution lists to keep citizens informed throughout the development of the Plan and to encourage participation. The following sections introduce the overall methods and timeline of engagement.
Overall, the input from citizens and stakeholders through meetings, workshops, and the survey was overwhelmingly supportive of Complete Streets. The majority of participants were excited and eager to see the future possibility of more multimodal options and safer streets for all user types. Full results from the public outreach efforts can be found in Appendix F.

**Public Workshops & Open Houses**

A set of four public workshops took place in March 2017. The workshops were held in areas throughout the City, which gave residents several opportunities to provide input. The public workshops began with a brief presentation on the intent of the Implementation Plan and a description of the activities available to the attendees. Each of the activities was designed to receive feedback on a different aspect of complete streets planning and implementation. The public workshops included the following exercises:

- **Priority Pyramid:** Participants were asked to prioritize complete streets themes using a pyramid graphic. Participants placed six complete streets themes on a pyramid shaped worksheet to indicate the most important themes of a complete street.
- **Budget Prioritization:** Participants were allotted a hypothetical budget and were asked to allocate their budget to fund the projects they felt were the most important.
- **Build-a-Street:** Participants were instructed to create an ideal complete street using roadway element cutouts depicting typical roadway elements such as travel lanes, bike lanes, street trees, and sidewalks. Each cutout was scaled to size, which required participants to prioritize which elements should be included or left out given typical roadway right of way widths in St. Petersburg. Participants arranged the cutouts to create unique roadway layouts that they felt depicted complete streets.
- **Project Map and Corridor Identification:** Participants were asked to mark the location of necessary improvements and facility gaps throughout the City on large printed maps.

The results from workshop activities revealed how the public would like to see Complete Streets projects implemented. The following is a summary of the feedback received from the public implementing Complete Streets within St. Petersburg:

- The priority pyramid activity resulted in six themes being identified as core elements that should be included in the Implementation Plan: safety, added-mobility options, projects that promote placemaking, projects that have a high propensity for use, sustainability, and projects that fill gaps in the transportation networks.
- The budget prioritization activity indicated desires to fund pedestrian crossings, multi-use trails, and designated on-street bikeways.
• The build-a-street activity yielded a set of four basic elements that over 50% of participants wanted to see on City streets: two travel lanes, street trees, bike lanes, and sidewalks.
• The project map and corridor identification activity identified a number of priority issues and locations for projects that focus on safety and added mobility. Specific roadways and intersections identified by workshop participants were along the following corridors:
  o Central Avenue
    (particularly outside downtown)
  o Dr. Martin Luther King Jr. Street
  o 4th Street
  o 1st Avenue North
  o 1st Avenue South
  o 16th Street
  o 18th Avenue South
  o 22nd Avenue South
  o 22nd Avenue North
  o 26th Avenue South
  o 28th Street
  o 31st Street
  o 34th Street
  o 54th Avenue South
  o 62nd Avenue South
  o 9th Avenue North

Following the initial four public open houses, core elements of the Implementation Plan content started to coalesce. A fifth, follow-up Public Open House was held in October 2017 to bring forth the evolving Plan recommendations.

Following a year of additional outreach and dialogue, and the completion of a pilot project on MLK Street North, a final public open house was held in December 2018 to bring forth the final Plan recommendations. The content presented in December 2018 was not substantially different from what was presented in October 2017, with the updates reflecting clarifications to address questions and changes happening across a dynamic city over the intervening year.

**Online Survey**
An online project survey was available for public input between April and May 2017. Over 750 people participated in the survey and provided input on a range of complete street related topics. The survey resulted in information related to preferred mode of travel, key corridors for complete street improvements, and strategies that would encourage participants to use non-motorized or transit modes. Full results of the survey are in Appendix F. Below are a few key takeaways from the survey results:
• Questions asked about the modes used for various types of trips, with respondents being able to select more than one mode.
The most common mode of transportation for commuting is clearly driving at 87%. However, 23% of respondents also indicated that they sometimes bike to work and 16% sometimes walk to work.

For non-commute trips that take people between neighborhoods or across town, the primacy of driving decreases some to 77% of respondents. For these non-work and potentially shorter trips, 42% of respondents sometimes bicycle and 30% sometimes walk.

For travel within neighborhoods, the dominant mode of transportation is walking, as done by 72% of respondents. Fifty-three percent (53%) of respondents sometimes use a bicycle to get around within their neighborhoods and 50% sometimes drive.

- When it comes to bicycling, most respondents consider themselves as either enthused-and-confident (37%) or interested-but-concerned (41%). Only 13% self-identify as strong-and-fearless, while 10% of respondents either do not or are not able to bicycle. This tells us that 90% of respondents use a bicycle to get around and have an interest in being able to ride to other places if more comfortable facilities were available for them to do so.

- When asked about how they would prefer to get around, 72% of respondents indicated that they would like to bicycle more often and 56% would like to walk more often. When asked about what they didn’t like, 53% of respondents indicated that they would prefer to drive alone less.

- In the context of this Implementation Plan, “facilities” refers to the different types of physical transportation infrastructure such as roadways, bike lanes, separated bikeways, trails, and sidewalks. When asked about the condition of existing facilities, 73% of respondents thought driving facilities were good or better, 65% thought walking facilities were good or better, and 50% thought bicycling facilities were good or better.

- Primary obstacles discouraging survey participants from walking or bicycling more were perceptions of safety and a lack of sufficient facilities such as sidewalks, bike lanes, or trails. On the opposite side of that question, participants indicated that they would walk or bicycle more if more shade was added, transit operated with shorter headways between buses, and if vehicle speeds were lowered.

- Mirroring the initial four public open houses, participants identified the same set of top corridors of concern: 4th Street, Central Avenue, and MLK Street.

**Stakeholder Meetings and Outreach**

Multiple stakeholders were interviewed and engaged during the development of the Plan. The following is a representative sample of the groups engaged in dialogue as the Implementation Plan was being developed: Meetings with City Departments took place to learn how they currently implement projects that impact the streets whether through physical modifications such as sewer upgrades and public events that impact the streets for short periods. Multiple presentations and coordination meetings were held with regional partners such as Pinellas County, Forward Pinellas, Pinellas Suncoast Transit Authority (PSTA), and the Tampa Bay Area Regional Transit Authority (TBARTA). District 7 of the Florida Department of Transportation (FDOT) provided insight into the State’s vision and efforts for Complete Streets and how it will impact our joint projects. Presentations were given to the Council of Neighborhood Associations (CONA), St. Petersburg Area Chamber of Commerce including the Transportation Committee and Public Policy Committee and two (2) Chamber-sponsored trolley tours,
several individual neighborhood associations, the South St. Petersburg Community Redevelopment Area (CRA), Committee to Advocate for Persons with Impairments (CAPI), Florida Department of Health in Pinellas County, American Association of Retired Persons (AARP), and Bike/Walk Tampa Bay regional summit participants.

**Mayor’s Bicycle and Pedestrian Advisory Committee**

The Mayor’s Bicycle and Pedestrian Advisory Committee (BPAC) was integral to creating and implementing the 2003 CityTrails program over the past decade-plus, with members that have been actively involved in discussions that impact the City’s built environment. Through the development of this Implementation Plan, the BPAC generally received the same content and presentation materials as Complete Streets Committee.

The BPAC members represent some of the local population that spend the most time walking and bicycling around the City. They therefore also are some of the most frequent observers of issues and opportunities, being topical experts through experience. Being engaged with the details of projects, City staff prepares quarterly projects summary reports to share the latest details of the many projects happening around town. These reports are also shared with various external groups via an extensive email list and via regular reports to City Council, which have included updates on the development of this Implementation Plan. An example project summary report can be seen in Appendix D.

**Walking Audits & Bicycle Tours**

In addition to the public outreach directly led by City staff, the results of external efforts are echoed in the Implementation Plan recommendations. The local non-profit Florida Consumer Action Network (FCAN) independently received a grant from the Foundation for a Healthy St. Petersburg to conduct outreach and walking audits on several thoroughfares throughout St. Petersburg. The audits found that many of the pedestrian facilities throughout the City were in fair condition, though there are general concerns along several key corridors such as 18th Avenue South, 34th Street South, and 4th Street North. This effort was important in assisting with the identification of needed improvements, including the following typical overall concerns:

- High traffic speeds
- Difficulty navigating intersections and crossing the street in general
  - Wide intersections
  - Long wait times
  - Wide turning radii for motor vehicles
  - Missing curb ramps
  - Missing marked crosswalks
- Concerns about the presence or condition of sidewalks
  - Cracks present
  - Narrow or close to curb
  - Not fully accessible

Representatives from FCAN and citizen members of a local bicycle/pedestrian advocacy group joined together to host the “Block-By-Block: Minimum Grid” bicycle ride with the City in June 2017. The ride and tour was enjoyed by almost 50 people riding bicycles, including City Council Member Lisa Wheeler-
Bowman. The ride was organized to introduce and explore the variety of the existing bicycle infrastructure types found in St. Petersburg, including traditional bike lanes, separated bike lanes with a physical buffer between motor vehicle traffic and areas designated for bicyclists, and low-speed, low-volume streets that are comfortable for use by most people riding bicycles. The group rode from Crescent Lake Park, through neighborhoods to Downtown, through the Innovation District and the Historic Roser Park area, before finally returning to Crescent Lake Park. The effort was instrumental to demonstrate the viability of bicycling as a form of transportation, particularly for short-range trips between neighborhoods and commercial centers, while also pointing out some of the gaps that people on bicycle encounter when trying to find routes that are low-stress and connect across the city.

**Implementation Plan Overview**

Over the last two years through the development of this Implementation Plan, and in the three-plus years since the Policy was adopted, the City has aggressively sought to garner significant community input to this Complete Streets Implementation Plan. The strategies described throughout this Implementation Plan are the result of continued conversations and responses to concerns and requested changes presented along the way - applying industry best practices and proven safety countermeasures while balancing the sometimes-competing nature of the feedback received. It acknowledges existing conditions and progress made to date, while also outlining a Complete Streets Approach that sets forth an all-inclusive plan to realize streets that are safe, comfortable, fit within the land use context, and allow St. Petersburg to continue to grow in a healthy and sustainable way.
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: Awarding a contract to T.V. Diversified, LLC for SAN HDPE Pipe Replacement, in the amount not to exceed $3,626,000 (Engineering Project No. 18016-111; Oracle No. 16366).

Explanation: The Procurement Department received two bids for SAN HDPE Pipe Replacement. The Bids were opened on March 7, 2019, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>T.V. Diversified, LLC (West Palm Beach, FL)</td>
<td>$3,793,100</td>
</tr>
<tr>
<td>All American Concrete, Inc (Largo, FL)</td>
<td>$3,874,635</td>
</tr>
</tbody>
</table>

The work consists of furnishing all labor, materials, equipment and services necessary for a work order-based annual contract to replace failing HDPE-(high-density polyethylene) lined gravity sanitary sewer arterial/trunk mains, including pipe, manholes, and appurtenances, by open-cut construction methods. Work includes planned replacement of gravity pipe sizes 12-inch to 36-inch in diameter. Work also includes all excavation, traffic control, bypass pumping for diversion of sanitary sewer flows, pipe cleaning, closed circuit television video inspection, and restoration. Work under this project will be located at specific prioritized sites located within the City’s SWWRF’s and NEWRF’s service areas (see attached map(s) for potential planned locations).

This work is required by the Amended Consent Order and supports the Kriseman Infrastructure Plan and the Water Resources Department’s updated Sanitary Sewer Asset Management Plan (SSAMP) currently in development. Work is identified, scoped, prioritized and scheduled by the City on an ongoing basis, utilizing inputs from the Wet Weather Overflow Mitigation Program, the “Wastewater Collection System Facility Plan” component of the “City of St. Petersburg Integrated Water Resources Master Plan” currently under development, a continuous asset inspection and evaluation program, work history from the City’s work and asset management (WAM) system, and in response to customer complaints. 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 department’s maintenance staff. The initial contract period shall be one (1) year, and the contract may be renewed for up to three (3) additional one-year periods, for a total of four (4) years. The contractor will begin work upon notice to proceed and is projected to complete an amount of work corresponding to the project award amount within the first contract year.

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

T.V. Diversified LLC (West Palm Beach, FL) $3,626,000

T.V. Diversified, LLC the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7191 dated January 18, 2019. They have the necessary experience and have satisfactorily performed similar projects for the City, including the recent completion of the City’s annual sewer repair and replacement contract spanning fiscal years 2014-2018 for a total contract value of $12,967,000.

The solicitation documents provide for the award of the contract to the lowest responsible bidder for an amount equal to the City’s budgetary limit for the work, which may be greater or less than the bidder’s total. The estimated unit price and quantities used for bidding were representative and only used for the comparison of Bids. An agreement will be issued to the contractor and will be binding only for actual services rendered.

Sec. 2-296 of the City Code allows a contractor to utilize a company-sponsored program if the contractor certifies no State of Florida Department of Education and/or United States Department of Labor registered

Continued on Page 2
apprenticeship program exists.

T.V. Diversified, LLC has certified that:

1. The type of work to be performed under this Agreement requires pipe layers. In Region 3, which covers Pinellas, Hillsborough, Manatee, Hernando, Pasco and Sarasota counties, there are no apprenticeship programs for pipe layers. Furthermore, a registered apprenticeship program for the occupation of pipe layer does not exist within the State of Florida Department of Education.

T.V. Diversified, LLC has agreed to establish a Company Sponsored Apprenticeship Program to meet the apprenticeship requirements within 90 days after contract execution and submit such program to the Contracts Compliance Division. Although not required by City Code, T.V. Diversified, LLC has also agreed to (i) submit its Company Sponsored Apprenticeship Program to the State of Florida Department of Education within 180 days after contract execution and (ii) work cooperatively with the State of Florida Department of Education to attempt to obtain State approval of its program.

City Code Sec 2-298.5, Major Construction Project Requirements for Disadvantaged Workers requires contractors to employ disadvantaged workers for at least 10 percent of the work hours on a major construction project of $2,000,000 or more. The contractor proposes to employ disadvantaged workers to meet the 10 percent minimum requirement and estimates the project will include 660 hours of work for disadvantaged workers.

City Code Sec 2-298.6, Living Wage Requirements for Major Contracts, requires every contractor that employs more than 25 persons and provides goods or services to the City pursuant to a major contract to pay employees a living wage.

City Code 2-269 - 2-274, Small Business Enterprise Assistance Program, requires a goal to be assigned to all construction projects over $50,000. The contractor has exceeded the 10% goal on this project, with total SBE usage of 10.78%.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN HDPE Liner Replace FY18 (16366).

**Attachments:** Project Location Maps (6 pages)
Letter:
Apprentice Contract Provisions
Resolution

**Approvals:**

[Signatures for Administrative and Budget]
April 26, 2019

Kourey Hendryx-Bell
Contracts Compliance Coordinator
City of St. Petersburg
Contract Compliance
One 4th Street North
St. Petersburg, FL 33701

Re: IFB 7191 SAN HDPE Pipe Replacement Apprenticeship Requirement

Dear Ms. Hendryx-Bell:

TV Diversified, LLC hereby certifies the following regarding the above:

- The scope of this project requires pipe layers. In region 3 which cover Pinellas, Hillsborough, Manatee, Hernando, Pasco, and Sarasota counties there are no pipe layer programs.

For the above mentioned reasons, we will use a company sponsored program. Please do not hesitate to contact us should you require any additional information.

Sincerely,

Kevin Jennings
General Manager
Apprentice construction contract provisions

Included in Construction Contract via supplemental instruction to bidders:

SIB-10       ARTICLE I-20 - APPRENTICE EMPLOYMENT

20.1 Apprentice Requirements

All Contractors for a Major Construction Project (as that term is defined in Charter 2, Article V, Division 7 of St. Petersburg City Code) shall meet the requirements set forth in of the City Code, as may be amended from time to time, regarding apprentice employment.

Included in Construction Contract via supplemental general conditions:

SGC-19       ARTICLE G-53 - APPRENTICE EMPLOYMENT

The Major Construction Project requirements for employing apprentices set forth in Chapter 2, Article V, Division 7 of the St. Petersburg City Code, as those requirements may be amended from time to time (collectively, “Apprentice Requirements”) are incorporated into the Contract. The Contractor shall comply with all Apprentice Requirements. As part of such compliance, the Contractor shall establish a company sponsored apprentice program within 90 days after execution of the Contract and provide the City's Contracts Compliance Office with a copy of such program. Additionally, the Contractor shall submit its company sponsored apprentice program to the State of Florida Department of Education within 180 days after execution of the Contract. The Contractor shall work cooperatively with the State of Florida Department of Education to attempt to obtain approval of its apprentice program by the State of Florida Department of Education.
RESOLUTION 2019-____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO T.V. DIVERSIFIED, LLC FOR THE SAN HDPE PIPE REPLACEMENT PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $3,626,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two (2) bids for the SAN HDPE Pipe Replacement Project pursuant to Bid No. 7191, dated January 18, 2019; and

WHEREAS, T.V. Diversified, LLC, the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7191; and

WHEREAS, T.V. Diversified, LLC certified that there is no work to be performed pursuant to the construction contract for which a Region 3 (i.e., Pinellas, Hillsborough, Manatee, Hernando, Pasco and Sarasota counties) State of Florida Department of Education (“State”) and/or the United States Department of Labor approved apprenticeship program exists; and

WHEREAS, furthermore, a registered apprenticeship program for the occupation of pipe layer does not exist for any location within the State of Florida Department of Education; and

WHEREAS, T.V. Diversified, LLC shall establish a company sponsored apprentice program within 90 days after execution of the construction contract and submit such program to the Contract’s Compliance Office; and

WHEREAS, T.V. Diversified, LLC has agreed to submit its company sponsored apprentice program to the State within 180 days after execution of the construction contract and work cooperatively with the State to attempt to obtain State approval for its company sponsored apprentice program; and

WHEREAS, the bid price for the project exceeded the City’s budgetary amount, therefore Administration is only recommending award of the contract up to the budgetary amount; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to T.V. Diversified, LLC for the SAN HDPE Pipe Replacement Project for a total contract amount not to exceed $3,626,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

APPROVAL:

City Attorney (designee)
0044549 to Council Final
ST. PETERSBURG CITY COUNCIL
Sewer Report
Meeting of May 2, 2019

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

Subject: Awarding a contract to Rowland Inc. for SAN Priority Area Repair & Replace, in the amount not to exceed $3,540,000 (Engineering Project No. 18017-111; Oracle Nos. 16365, 16918).

Explanation: The Procurement Department received three bids for SAN Priority Area Repair & Replace (see below). The Bids were opened on February 21, 2019 and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rowland Inc. (Pinellas Park, FL)</td>
<td>$3,735,211.35</td>
</tr>
<tr>
<td>All American Concrete, Inc. (Largo, FL)</td>
<td>$3,858,900.00</td>
</tr>
<tr>
<td>TV Diversified, LLC (Mangonia Park, FL)</td>
<td>$3,883,413.66</td>
</tr>
</tbody>
</table>

The work consists of furnishing all labor, materials, equipment and services necessary for a work order-based annual contract to repair and replace sanitary sewer collection system assets, including pipe, manholes, and appurtenances, by open-cut construction methods. Work includes emergency and planned point repair of gravity pipe, sizes 6-inch to 12-inch in diameter, and planned replacement of gravity pipe, sizes 6-inch to 12-inch in diameter. Work also includes all excavation, traffic control, bypass pumping for diversion of sanitary sewer flows, pipe cleaning, closed circuit television video inspection, and restoration. Work under this project will be located within priority areas or basins ranked to mitigate a combination of both excessive infiltration and inflow, and capacity limitations as described in the report, "Wet Weather Overflow Mitigation Program – Phase II" by Jacobs Engineering.

This work is required by the Amended Consent Order and supports the Kriseman Infrastructure Plan and the Water Resources Department's updated Sanitary Sewer Asset Management Plan (SSAMP) currently in development. Work is identified, scoped, and scheduled by the City on an ongoing basis, utilizing inputs from the Wet Weather Overflow Mitigation Program, a continuous asset inspection and evaluation program, work history from the City's work and asset management (WAM) system, and in response to customer complaints. Work prioritization is given to high risk assets where only open-cut methods will result in an effective repair/replacement, or where trenchless methods are not cost effective or impossible. Capacity limited areas of the collection system will be considered in the overall asset risk score used to determine project prioritization. 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 of the department's maintenance staff. The initial contract period shall be one (1) year, and the contract may be renewed for up to three (3) additional one-year periods for a total of four (4) years. The contractor will begin work upon notice to proceed and is projected to complete an amount of work corresponding to the project award amount within the first contract year.

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

Rowland Inc. (Pinellas Park, FL)................................. $3,540,000

Rowland Inc. the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7189, dated January 14, 2019. Principals of the firm are Kevin D. Rowland, president, and Richard B. Mansfield, vice president. They have satisfactorily performed on a variety of similar projects for the City in the past.

The solicitation documents provide for the award of the contract to the lowest responsible bidder for an amount equal to the City's budgetary limit for the work, which may be greater or less than the bidder's total. The estimated unit price and quantities used for bidding were representative and only used for the comparison of bids. An agreement will be issued to the contractor and will be binding only for actual services rendered.

Continued on Page 2
Sec. 2-296 of the City Code allows a contractor to utilize a company-sponsored program if the contractor certifies that no State of Florida Department of Education and/or United States Department of Labor registered apprenticeship program exists.

Rowland Inc., has certified that:

1. The type of work to be performed under this Agreement requires pipe layers. In Region 3, which covers Pinellas, Hillsborough, Manatee, Hernando, Pasco and Sarasota counties, there are no apprenticeship programs for pipe layers. Furthermore, a registered apprenticeship program for the occupation of pipe layer does not exist within the State of Florida Department of Education.

Rowland Inc., has agreed to establish a Company Sponsored Apprenticeship Program to meet the apprenticeship requirements within 90 days after contract execution and submit such program to the Contracts Compliance Division. Although not required by City Code, Rowland Inc., has also agreed to (i) submit its Company Sponsored Apprenticeship Program to the State of Florida Department of Education within 180 days after contract execution and (ii) work cooperatively with the State of Florida Department of Education to attempt to obtain State approval of its program.

City Code Sec 2-298.5, Major Construction Project Requirements for Disadvantaged Workers, requires contractors to employ disadvantaged workers for at least 10 percent of the work hours on a major construction project of $2,000,000 or more. The contractor proposes to employ disadvantaged workers to meet the 10 percent minimum requirement and estimates the project will include 2,000 hours of work for disadvantaged workers.

City Code Sec 2-298.6, Living Wage Requirements for Major Contracts, requires every contractor that employs more than 25 persons and provides goods or services to the City pursuant to a major contract to pay employees a living wage.

City Code 2-269 - 2-274, Small Business Enterprise Assistance Program, requires a goal to be assigned to all construction projects over $50,000. The contractor has exceeded the 8% goal on this project, with a total proposed SBE usage of 20.87%.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Priority Area Repair & Replace FY18 Project (16365), and SAN Priority Area Repair & Replace FY19 Project (16918).

**Attachments:** Project Location Map
Letter
Apprentice Contract Provisions
Resolution

**Approvals:**

[Signature]
Administrative

[Signature]
Budget
April 25, 2019

Re: The SAN Priority Area Repair & Replacement Project with the City of St. Petersburg, FL.

Rowland, Inc. has researched the viability of implementing an apprentice program for the abovementioned project. Below are our findings.

- The scope of this project requires pipe layers. In region 3 which cover Pinellas, Hillsborough, Manatee, Hernando, Pasco, and Sarasota counties there are no pipe layer programs.

For reason mentioned above, Rowland, Inc. will use a company sponsored program.

[Signature]

Kevin Rowland
President, Rowland, Inc.
Apprentice construction contract provisions

Included in Construction Contract via supplemental instruction to bidders:

**SIB-10**  **ARTICLE I-20 - APPRENTICE EMPLOYMENT**

20.1 Apprentice Requirements

All Contractors for a Major Construction Project (as that term is defined in Charter 2, Article V, Division 7 of St. Petersburg City Code) shall meet the requirements set forth in of the City Code, as may be amended from time to time, regarding apprentice employment.

Included in Construction Contract via supplemental general conditions:

**SGC-19**  **ARTICLE G-53 - APPRENTICE EMPLOYMENT**

The Major Construction Project requirements for employing apprentices set forth in Chapter 2, Article V, Division 7 of the St. Petersburg City Code, as those requirements may be amended from time to time (collectively, “Apprentice Requirements”) are incorporated into the Contract. The Contractor shall comply with all Apprentice Requirements. As part of such compliance, the Contractor shall establish a company sponsored apprentice program within 90 days after execution of the Contract and provide the City’s Contracts Compliance Office with a copy of such program. Additionally, the Contractor shall submit its company sponsored apprentice program to the State of Florida Department of Education within 180 days after execution of the Contract. The Contractor shall work cooperatively with the State of Florida Department of Education to attempt to obtain approval of its apprentice program by the State of Florida Department of Education.
RESOLUTION 2019—_____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO ROWLAND INC. FOR THE SAN PRIORITY AREA REPAIR & REPLACE PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $3,540,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received three (3) bids for the SAN Priority Area Repair & Replace Project pursuant to Bid No. 7189, dated January 14, 2019; and

WHEREAS, Rowland Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7189; and

WHEREAS, Rowland Inc. certified that there is no work to be performed pursuant to the construction contract for which a Region 3 (i.e., Pinellas, Hillsborough, Manatee, Hernando, Pasco and Sarasota counties) State of Florida Department of Education (“State”) and/or the United States Department of Labor approved apprenticeship program exists; and

WHEREAS, furthermore, a registered apprenticeship program for the occupation of pipe layer does not exist for any location within the State of Florida Department of Education; and

WHEREAS, Rowland Inc. shall establish a company sponsored apprentice program within 90 days after execution of the construction contract and submit such program to the Contract’s Compliance Office; and

WHEREAS, Rowland Inc. has agreed to submit its company sponsored apprentice program to the State within 180 days after execution of the construction contract and work cooperatively with the State to attempt to obtain State approval for its company sponsored apprentice program; and

WHEREAS, the bid price for the project exceeded the City’s budgetary amount, therefore Administration is only recommending award of the contract up to the budgetary amount; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to Rowland Inc. for the SAN Priority Area Repair & Replace Project for a total contract amount not to exceed $3,540,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

(APPROVAL:

[Signature]
City Attorney (designee)
00445498 Final
ST. PETERSBURG CITY COUNCIL  
Sewer Report  
Meeting of May 2, 2019

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

Subject: Awarding a contract to All American Concrete, Inc. for SAN Pipe Repair & Replace FY19, in the amount not to exceed $3,490,000 (Engineering Project No. 19036-111; Oracle No. 16912).

Explanation: The Procurement Department received two bids for SAN Pipe Repair & Replace FY19. The bids were opened on February 12, 2019, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>All American Concrete, Inc (Largo, FL)</td>
<td>$5,294,143.75</td>
</tr>
<tr>
<td>Rowland, Inc. (Pinellas Park, FL)</td>
<td>$7,538,925.30</td>
</tr>
</tbody>
</table>

The work consists of furnishing all labor, materials, equipment and services necessary for a work order based annual contract to repair, replace, reconfigure, or install new sanitary sewer collection system assets, including pipe, manholes, and appurtenances, by open-cut construction methods. Work includes emergency and planned point repair of gravity pipe, sizes 6-inch to 60-inch in diameter, and pressurized pipe sizes 4-inch to 12-inch in diameter, and planned replacement of gravity pipe, sizes 6-inch to 36-inch in diameter, and pressurized pipe, sizes 4-inch to 12-inch in diameter. Work also includes all excavation, traffic control, bypass pumping for diversion of sanitary sewer flows, pipe cleaning, closed circuit television video inspection, and restoration. Work under this project is located within the City’s entire sanitary sewer collection system service area.

This work is required by the Amended Consent Order and supports the Kriseman Infrastructure Plan and the Water Resources Department’s updated Sanitary Sewer Asset Management Plan (SSAMP) currently in development. Work is identified, scoped, and scheduled by the City on an ongoing basis, utilizing inputs from a continuous asset inspection and evaluation program, work history from the City’s work and asset management (WAM) system, and in response to customer complaints. Work prioritization is given to high risk assets where only open-cut methods will result in an effective repair/replacement, or where trenchless methods are not cost effective or impossible. Capacity-limited areas of the collection system will be considered in the overall asset risk score used to determine project prioritization. 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 department’s maintenance staff. The initial contract period shall be one (1) year, and the contract may be renewed for up to three (3) additional one-year periods, for a total of four (4) years. The contractor will begin work upon notice to proceed and is projected to complete an amount of work corresponding to the project budget within fiscal year 2019.

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

All American Concrete, Inc (Largo, FL).............................. $3,490,000

All American Concrete, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7185, dated January 11, 2019. The principals of the firm are Jeffery J. Nasse, president, and Anthony P. Nasse, Jr., secretary. They have satisfactorily performed similar services for the City in the past.

The solicitation documents provide for the award of the contract to the lowest responsible bidder for an amount equal to the City’s budgetary limit for the work, which may be greater or less than the bidder’s total. The estimated unit price and quantities used for bidding were representative and only used for the comparison of bids. An agreement will be issued to the contractor and will be binding only for actual services rendered.

Continued on Page 2
Sec. 2-296 of the City Code, allows a contractor to utilize a company sponsored program if the contractor certifies no State of Florida Department of Education and/or United States Department of Labor registered apprenticeship program exists.

All American Concrete, Inc., has certified that:

1. The type of work to be performed under this Agreement requires pipe layers. In Region 3, which covers Pinellas, Hillsborough, Manatee, Hernando, Pasco and Sarasota counties, there are no apprenticeship programs for pipe layers. Furthermore, a registered apprenticeship program for the occupation of pipe layer does not exist within the State of Florida Department of Education.

All American Concrete, Inc., has agreed to establish a Company Sponsored Apprenticeship Program to meet the apprenticeship requirements within 90 days after contract execution and submit such program to the Contract's Compliance Division. Although not required by City Code, All American Concrete, Inc., has also agreed to (i) submit its Company Sponsored Apprenticeship Program to the State of Florida Department of Education within 180 days after contract execution and (ii) work cooperatively with the State of Florida Department of Education to attempt to obtain State approval of its program.

City Code Sec 2-298.5 Major Construction Project Requirements for Disadvantaged Workers requires contractors to employ disadvantaged workers for at least 10 percent of the work hours on a major construction project of $2,000,000 or more. The contractor proposes to employ disadvantaged workers to meet the 10 percent minimum requirement and estimates the project will include 592 hours of work for disadvantaged workers.

City Code Sec 2-298.6 Living Wage Requirements for Major Contracts requires every contractor that employs more than 25 persons and provides goods or services to the City pursuant to a major contract to pay employees a living wage.

City Code 2-269 - 2-274 Small Business Enterprise Assistance Program requires a goal to be assigned to all construction projects over $50,000. The contractor has exceeded the 5% goal on this project with a total proposed SBE usage of 5.28%.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Pipe Repair & Replace FY19 Project (16912).

Attachments: Project Location Map
Letter
Apprentice Contract Provisions
Resolution

Approvals:

[Signatures]
April 26, 2019

Kourey L. Hendryx-Bell  
Contracts Compliance Coordinator  
City of St. Petersburg  
Contract Compliance.  
One 4th Street North  
St. Petersburg, Florida 33701

RE: SAN Pipe Repair & Replace, Project No.19036-111  
    Registered Apprenticeship Requirement.

Dear Kourey,

In All American Concrete, Inc.'s attempt to meet the apprenticeship requirements for this project we have found the following:

1. The type of work to be performed under this contract will require the use of pipe layers. There are no apprenticeship programs available for pipe layers in Region 3, which covers Pinellas, Hillsborough, Manatee, Hernando, Pasco and Sarasota Counties.

For the reason stated above All American Concrete, Inc. will create a company program.

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

Sincerely,

[Signature]

Jeffrey J. Nasse  
President
Apprentice construction contract provisions

Included in Construction Contract via supplemental instruction to bidders:

SIB-10    ARTICLE I-20 - APPRENTICE EMPLOYMENT

20.1 Apprentice Requirements

All Contractors for a Major Construction Project (as that term is defined in Charter 2, Article V, Division 7 of St. Petersburg City Code) shall meet the requirements set forth in of the City Code, as may be amended from time to time, regarding apprentice employment.

Included in Construction Contract via supplemental general conditions:

SGC-19    ARTICLE G-53 - APPRENTICE EMPLOYMENT

The Major Construction Project requirements for employing apprentices set forth in Chapter 2, Article V, Division 7 of the St. Petersburg City Code, as those requirements may be amended from time to time (collectively, “Apprentice Requirements”) are incorporated into the Contract. The Contractor shall comply with all Apprentice Requirements. As part of such compliance, the Contractor shall establish a company sponsored apprentice program within 90 days after execution of the Contract and provide the City’s Contracts Compliance Office with a copy of such program. Additionally, the Contractor shall submit its company sponsored apprentice program to the State of Florida Department of Education within 180 days after execution of the Contract. The Contractor shall work cooperatively with the State of Florida Department of Education to attempt to obtain approval of its apprentice program by the State of Florida Department of Education.
RESOLUTION 2019-____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE
AWARD OF AN AGREEMENT TO ALL AMERICAN CONCRETE,
INC. FOR THE SAN PIPE REPAIR & REPLACE FY19 PROJECT FOR
A TOTAL CONTRACT AMOUNT NOT TO EXCEED $3,490,000;
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE
ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS
TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received two (2) bids
for the SAN Pipe Repair & Replace FY19 Project pursuant to Bid No. 7185, dated January 11, 2019; and

WHEREAS, All American Concrete, Inc., the lowest responsible and responsive bidder,
has met the specifications, terms and conditions of Bid No. 7185; and

WHEREAS, All American Concrete, Inc. certified that there is no work to be performed
pursuant to the construction contract for which a Region 3 (i.e., Pinellas, Hillsborough, Manatee, Hernando,
Pasco and Sarasota counties) State of Florida Department of Education ("State") and/or the United States
Department of Labor approved apprenticeship program exists; and

WHEREAS, furthermore, a registered apprenticeship program for the occupation of pipe
layer does not exist for any location within the State of Florida Department of Education; and

WHEREAS, All American Concrete, Inc. shall establish a company sponsored apprentice
program within 90 days after execution of the construction contract and submit such program to the
Contract’s Compliance Office; and

WHEREAS, All American Concrete, Inc. has agreed to submit its company sponsored
apprentice program to the State within 180 days after execution of the construction contract and work
cooperatively with the State to attempt to obtain State approval for its company sponsored apprentice
program; and

WHEREAS, the bid price for the project exceeded the City’s budgetary amount, therefore
Administration is only recommending award of the contract up to the budgetary amount; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg,
Florida that the bid is hereby accepted and the award of an agreement to All American Concrete, Inc. for
the SAN Pipe Repair & Replace FY19 Project for a total contract amount not to exceed $3,490,000 is
hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

APPROVAL:

[Signature]

City Attorney (designee)
00445499 to Council Final
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving three-year blanket purchase agreements with USI Environmental, Inc. and US Submergent Technologies, LLC, dba Polston, to provide tank, basin and container cleaning services for the Water Resources Department, at total contract amount of $1,800,000.

Explanation: The Procurement and Supply Management Department received two proposals for wastewater storage tank debris removal, cleaning and hauling. The two proposals were received from:

<table>
<thead>
<tr>
<th>Offerors</th>
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</thead>
<tbody>
<tr>
<td>1. USI Environmental, Inc.</td>
</tr>
<tr>
<td>2. US Submergent Technologies, LLC, dba Polston</td>
</tr>
</tbody>
</table>

The proposals were evaluated by a team from the Water Resources Department. They were:

Chad Witbracht, Senior Plant Maintenance Coordinator
Jonathan Bowen, Plant Maintenance Supervisor
Kelcy Green, Plant Maintenance Supervisor
Robert Sparks, Plant Maintenance Supervisor

The proposals were evaluated based on the following criteria:

- Experience of firm
- Qualification and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Price

The vendors will provide all labor, materials, tools and equipment necessary to remove debris, sand, sludge, water, grit, rags, plastics and all foreign material not part of the structure, as well as provide cleaning services in each affected structure. These structures include wastewater plant aerator tanks, primary and secondary clarifiers, anaerobic digesters, pump sumps or wet wells, grit tanks, filter tanks, channels and various other tanks.

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

Tank, Basin and Container Cleaning Services .................................................. $1,800,000
USI Environmental Inc. (Chattanooga, TN)
US Submergent Technologies, LLC, dba Polston (Winter Park, FL)

USI Environmental, Inc. and US Submergent Technologies, LLC, dba Polston have met the requirements of RFP No. 7031-2, dated January 8, 2019. They have successfully performed these

Continued on Page 2
services for Miami-Dade and Manatee Counties, the City of Tallahassee, the City of Orlando, the City of Naples and the City of Warner Robbins, Georgia. Blanket purchase agreements will be issued and will be binding only for actual services rendered. This agreement will be effective through April 30, 2022, with one two-year renewal option. Amounts paid to awardees shall not exceed a combined total of $1,800,000 during the agreement term.

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

Attachments: Technical Evaluation (2 pages)
Meeting Minutes (1 page)
Resolution

Approvals:
Summary Work Statement

The City received two proposals for RFP No. 7031: Wastewater Storage Tank Debris Removal, Cleaning & Hauling. The successful offeror(s) will remove the debris, sand, sludge and foreign material in various tanks, basins, vessels, and containers in the Water Reclamation Plants, Lift Stations and Facilities. The two proposals were received from:

1. USI Environmental, Inc.
2. US Submergent Technologies, LLC dba Polston

Evaluation Committee

The evaluations of the two proposals were conducted by:

Chad Witbracht, Senior Plant Maintenance Coordinator, Water Resources
Jonathan Bowen, Plant Maintenance Supervisor, Water Resources
Kelcy Green, Plant Maintenance Supervisor, Water Resources
Robert Sparks, Plant Maintenance Coordinator, Water Resources

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience of firm
- Qualification and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Price

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.

**USI Environmental, Inc.** is headquartered in Chattanooga, TN, and was incorporated in 2009. The firm has been providing this service for 10 years and employs 10 people. Strengths include: They provided a robust safety manual pertaining to tasks for this solicitation; they provided an abundance of equipment necessary to dewater and process waste to required standards; they provide the similar services for Jacksonville Electric Authority; and their proposal detailed six personnel to be on site during tank cleaning.

Weaknesses include: They are a small company and they are headquartered in Tennessee; their proposal indicates that grit washing will not be performed; and there are additional charges for mobilization fees.

The proposal meets the City's requirements.
US Submergent Technologies, LLC dba Polston is headquartered in Winter Park, FL, and was incorporated in 2011. The firm has been providing this service for 8 years and employs 27 people. Strengths include: Their proposal indicates they have nine combination trucks and four crews available on a ready basis; they provided an extensive list of equipment necessary to accomplish the tasks of the scope of service; they have the ability to have facilities remain in service while cleaning takes place; and they provided six references in the state of Florida for this service.

Weaknesses include: Their proposal costs were higher than the other proposal received; they did not provide the number of employees per crew; and their references were lacking size of work and duration of contract.

The proposal meets the City’s requirements.

Recommendation for Award

On February 26, 2019, the evaluation committee recommended USI Environmental, Inc. and US Submergent for wastewater storage tank debris removal, cleaning & hauling. The companies have met all stated requirements of RFP No. 7031 and the offerors were determined to be acceptable to the City, taking into consideration price, their experience with this scope of work and the evaluation criteria set forth in the RFP. Multiple awards are recommended to ensure capacity and availability for the City’s volume of tank cleaning requirements.

USI Environmental, Inc. and US Submergent Technologies, LLC, dba Polston were selected for the following reasons:

- They both have successfully completed work for the City of St. Petersburg.
- They both have fully qualified personnel on staff.
- They both have an abundance of equipment to accomplish the work for the City.

Chad Witbracht
Chair

Jonathan Bowen
Committee Member

Kelcy Green
Committee Member

Robert Sparks
Committee Member
Title: RFP No. 7031-2: Wastewater Storage Tank Debris Removal, Cleaning & Hauling
Meeting Date: Tuesday, February 26, 2019
Time: 3:00 p.m.
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Introductions</td>
<td>Committee Members in Attendance: Chad Witbracht, Jonathan Bowen, Kelcy Green, Roberts</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Staff: Neal Jones</td>
</tr>
<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 [NJ]</td>
<td>Chad Witbracht selected as Chair</td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [NJ]</td>
<td>Committee began its deliberations of the proposals</td>
</tr>
<tr>
<td>d. Chairperson selection</td>
<td></td>
</tr>
<tr>
<td>2. Evaluations of Presentations (Strengths and Weaknesses)</td>
<td>Motion by: Robert Sparks to Recommend to Award to both USI Environmental, Inc. and US Submergent Technologies Seconded by: Jonathan Bowen Votes: Affirmative (4)</td>
</tr>
<tr>
<td>a. USI Environmental, Inc.</td>
<td></td>
</tr>
<tr>
<td>b. US Submergent Technologies LLC dba Polston</td>
<td></td>
</tr>
<tr>
<td>3. Recommendation for Award</td>
<td></td>
</tr>
<tr>
<td>4. Adjournment</td>
<td>Meeting adjourned at 3:20 p.m.</td>
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</table>
A RESOLUTION APPROVING THE AWARD OF THREE-YEAR BLANKET PURCHASE AGREEMENTS WITH A TWO-YEAR RENEWAL OPTION TO USI ENVIRONMENTAL, INC. AND US SUBMERGENT TECHNOLOGIES, LLC DBA POLSTON FOR TANK, BASIN AND CONTAINER CLEANING SERVICES; PROVIDING THAT THE TOTAL CONTRACT AMOUNT FOR THE ABOVE REFERENCE AGREEMENTS SHALL NOT EXCEED $1,800,000 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received (2) two bids for tank, basin, and container cleaning services for the Water Resources Department pursuant to RFP No. 7031-2 dated January 8, 2019; and

WHEREAS, USI Environmental, Inc., and US Submergent Technologies, LLC dba Polston have met the terms and conditions of RFP No. 7031-2; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of three-year blanket purchase agreements with a two-year renewal option to USI Environmental, Inc., and US Submergent Technologies, LLC dba Polston for tank, basin, and container cleaning services is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above referenced agreements shall not to exceed $1,800,000 for the initial term

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)

00442734
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of two Closed Circuit Television (CCTV) vehicles from Cues, Inc., for the Fleet Management Department, at a total cost of $597,750.

Explanation: This purchase is being made from the Houston-Galveston Area Council (HGAC) contract. The vendor will furnish and deliver two 2019 Ford F-350, each equipped with a 16-foot cargo box, Onan generator system, Granitnet Inspections software package, 1,000-feet of cable, and an MP portable push camera with six days of on-site field training.

The variance from the Green Fleet requirement for this CCTV diesel-fueled vehicle, was given with the following competing mandates in mind: First, a consent order from the Florida Department of Environmental Protection to complete CCTV investigations within a tight timeframe, failure of which, will result in significant fines; second, purchase of equipment that has the minimum CO2 emissions, while also meeting functional goals. In this very specific instance, the Water Resources Department cannot meet both of these mandates. Failure to meet the consent order mandate will result in significant fines and/or lawsuits. Therefore, it must take precedence. A "greener" compliant vehicle option is not available to meet the restrictions in this timeframe and mission requirements. Purchase justification was initiated by the Director of Water Resources and approved by the Public Works Administrator.

The new vehicles are replacing two units that are seven years old and have reached the end of their economic, useful life. The new units with a life expectancy of seven years, will be used for sewer line inspection. 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 Houston-Galveston Area Council (HGAC) contract.

Cues, Inc. (Orlando, FL) .................................................................................................................. $597,750

2019 Ford F-350 with Cargo Box 2 EA @ $298,875 $597,750

The vendor has met the specifications, terms and conditions of the Houston-Galveston Area Council (HGAC) contract, effective through December 31, 2020. 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 Water Resources Operating Fund (4001), Water Resources Department, Wastewater Maintenance Division (420-2145) and Water Equipment Replacement Fund (4007), Fleet Management Department, Fleet Mechanical Costs Division (800-2527).

Attachments: Price History Resolution

Approvals:  

[Signature] Administrative  

[Signature] Budget
Closed Circuit Television Vehicles Price History

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>2018</th>
<th>2019</th>
<th>+/-</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>F550 CCTV INSPECTION VEHICLES</td>
<td>2</td>
<td>$173,933</td>
<td>$173,933</td>
<td>$98,375</td>
<td>$298,875</td>
<td>$298,875</td>
<td>+/-</td>
</tr>
</tbody>
</table>

Note, there is a large increase in cost due to an upgrade in the camera/inspection equipment installed. The 2013 version had multiple issues and breakdowns.
RESOLUTION NO. 2019-____

A RESOLUTION APPROVING THE PURCHASE OF (2) TWO CLOSED CIRCUIT TELEVISION (CCTV) VEHICLES FROM CUES, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $597,750 UTILIZING THE HOUSTON-GALVESTON AREA COUNCIL CONTRACT; 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 2 CCTV diesel-fueled vehicles 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, Cues, Inc. has met the specifications, terms and conditions of the Houston-Galveston Area Council Contract; 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 (2) two closed circuit television vehicles from Cues, Inc. for the Fleet Management Department at a total cost not to exceed $597,750 utilizing the Houston-Galveston Area Council Contract 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)
00442882
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of May 2, 2019

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

SUBJECT: A Resolution approving the First Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida and Brown and Caldwell dated February 24, 2017, to expand the scope of work utilizing previously approved contingency, revise payment schedule, update the project schedule and modify other necessary provisions; authorizing the Mayor or his designee to execute the First Amendment; authorizing the City Attorney’s office to make non-substantive changes to the First Amendment; and providing an effective date.

EXPLANATION: On August 22, 2016, the Consultant Selection Committee selected the firm Brown and Caldwell to furnish professional engineering services for the SWWRF Capacity Upgrade Project (“Project”). On November 10, 2016 City Council approved the selection of Brown and Caldwell as the most qualified firm to provide services for the SWWRF Capacity Upgrades.

On December 15, 2016, City Council approved an Agreement between the City and Brown and Caldwell which was executed in the amount of $750,000 for Preliminary Design Report (PDR) services to evaluate improvements to the SWWRF to provide temporary and permanent solutions to increase the wet weather peak flow capacity to a minimum of 60 mgd (million gallons per day) and with a goal of 70 mgd.

On February 16, 2017, City Council approved an Amended and Restated Agreement in the amount of $2,790,031 between the City and Brown and Caldwell to include final design of improvements as outlined in the PDR to increase the wet weather peak flow capacity. Out of this approved amount, $2,190,031 was authorized for Tasks 100 – Project Management, Task 200 – Final Design, Task 300 – Permitting Assistance, and Task 400 – CM Support Assistance. This approval included contingency funds in the amount of $600,000.

On July 20, 2017, Revision No. 1 to the Amended and Restated Agreement was administratively approved for Task 500 – Additional Services for Limited Construction Phase Services in the amount of $533,868 from the previously approved contingency funds.

This project has been managed to result in cost savings in tasks previously approved by City Council for specific funding amounts.

This First Amendment to the Amended and Restated Agreement is required to reassign funding within the Agreement to tasks previously approved. Scope of work includes additional engineering services related to mechanical, structural, and electrical design, additional Construction Manager support and assisting the City’s operations staff with adjusting process controls, equipment and procedures.
All work will be performed within the previously approved funding amount and no supplemental funding is required under this First Amendment.

RECOMMENDATION: Administration recommends approving a resolution approving the First Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida and Brown and Caldwell dated February 24, 2017, to expand the scope of work utilizing previously approved contingency, revise payment schedule, update the project schedule and modify other necessary provisions; authorizing the Mayor or his designee to execute the First Amendment; authorizing the City Attorney’s office to make non-substantive changes to the First Amendment; and providing an effective date.

COST/FUNDING INFORMATION: Funds have been previously appropriated in the Water Resources Capital Project Fund (4003) WRF SW Digesters FY13 Project (13830) and WRF SW Digester Biosolids FY16 Project (15290).

ATTACHMENTS: Resolution  
Amended Appendices A & B

APPROVALS:  
Administrative  
[Signature]  
Budget  
[Signature]
RESOLUTION NO.____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BROWN AND CALDWELL DATED FEBRUARY 24, 2017, TO EXPAND THE SCOPE OF WORK UTILIZING PREVIOUSLY APPROVED CONTINGENCY, REVISE PAYMENT SCHEDULE, UPDATE THE PROJECT SCHEDULE AND MODIFY OTHER NECESSARY PROVISIONS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Brown and Caldwell (B&C) entered into an Amended and Restated Architect/Engineering Agreement ("Agreement") on February 24, 2017 for B&C to provide design and construction administrative phase services for the SWWRF Capacity Upgrade Project in an amount not to exceed $3,540,031; and

WHEREAS, the City and B&C desire to amend the Agreement to expand the scope of work utilizing previously approved contingency, revise payment schedule, update the project schedule and modify other necessary provisions.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the First Amendment to the Amended and Restated Architect/Engineering Agreement between the City of St. Petersburg, Florida and Brown and Caldwell dated February 24, 2017, to expand the scope of work utilizing previously approved contingency, revise payment schedule, update the project and modify other necessary provisions schedule is hereby approved.

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

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

This resolution shall become effective immediate upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00443167

[Signature]
Brijesh Rayman, P.E., SP, ENV
Engineering & Capital Improvements Director
ATTACHMENT 1 TO APPENDIX A - PART I AND PART II

Scope of Services

As part of the SWWRF Capacity Upgrades Project (City Project No: 16109-111), the City previously authorized Brown and Caldwell (A/E) the following:

- **Part 1 - Preliminary Design Report (PDR) and Preliminary Design** - Authorized services in the amount of $750,000 on January 6, 2017, in accordance with the Architect/Engineering Agreement executed January 5, 2017.

- **Part 2 - Final Design of the PDR Improvements** - Authorized services in the amount of $2,190,031 on February 24, 2017, in accordance with the Amended and Restated Architect/Engineering Agreement executed February 24, 2017.

- **Limited Construction Phase Services** - Authorized services in the amount of $533,868 on July 20, 2017 from the Additional Services Allowance in accordance with Part 2, Revision No. 1 to the Amended and Restated Architect/Engineering Agreement.

This scope clarifies the completed and remaining Part 2 services and reallocates previously authorized Part 1 and Part 2 task amounts to address the remaining project budgetary needs (refer to Revised Amended Appendix B).

The following Late Track design scope elements are complete or ongoing as outlined in the Amendment No. 1 authorization and include additional design items not originally anticipated at the time of the authorization but were included within the Final Late Track PDR (November 9, 2017) as submitted to FDEP. The additional design services were completed at the City's request:

**Part 2, Task 200 - Final Design - Late Track Improvements**

- **Original Late Track Final Design Elements:**
  - Addition of Secondary Clarifier No. 4.
  - Addition of Chlorine Contact Basin No. 3.
  - Yard piping and Civil Site Improvements.
  - Modifications to Media Filters.

- **Additional Late Track Final Design Elements:**
  - Upgrade of existing chlorine contact backwash/reject pumps.
  - Upgrade of the aeration basin controls.
  - Modify existing headworks freeboard upstream of the existing screens (Option 1A) as recommended in the Carollo Engineering "Headworks Improvements Preliminary Evaluations" Final report, November 2017.
  - Complete site restoration.
  - Modify new electrical building 2 as impacted by aeration blower modifications performed by the City. Perform electrical evaluation and design (as needed) to accommodate changes.
- Review the electrical design including recommended changes in terms of electrical capacity vs. demand created by the new blowers.
- Provide an opinion on the long term effects of running the blowers at reduced speed.
- Provide guidance on exhaust pipe insulation.
  - New electrical building 1 & 2 structural redesign to improve expedited construction to Late Track schedule.

Part 2, Task 500 - Limited Construction Phase Services (Continued Services)
As a result of the face paced nature of the Fast and Late Track Design and Construction, A/E has provided continuing support to facilitate the expedited construction activities. As a result, tasks below have required greater support than initial estimates:

- Task 1 - Participation in weekly Construction Manager (CM) site meetings were changed from conference calls to in person participation to better facility CM and City coordination.
- Task 2 - Submittal and RFI responses have exceed estimated quantity requiring A/E review and are anticipated to continue with approximately 12 months remaining in the CM contract. Submittals.

Part 2, Task 600 - As Needed Operational Support Services
As a result of the many modified process systems included in the Fast and Late Track improvements, the City has requested A/E to provide engineering and operational support in assisting the City's operations staff with adjusting the process controls, equipment, and/or procedures to improve the respective process area's performance. Support areas may include:

- Aeration Basin and Blower System
- Secondary Clarifier Polymer Feed
- Secondary Clarifiers
- Media Filters and Blower System
- Chlorine Contact and Feed System
## REVISED AMENDED APPENDIX B
### Payment Schedule and Hourly Rates

### Part 1

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<td>Task 200 - Preliminary Design Report</td>
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<td>Task 300 - Preliminary Design</td>
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<td>Task 400 - Support Services</td>
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### Part 2

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<td>Task 500 - Limited Construction Phase Services</td>
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<td>Task 500 - Additional Services - Contingency</td>
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*The remaining unauthorized funds from “Part 2, Task 500 – Additional Services - Contingency” is $66,132. Use of these remaining funds require written authorization by the City based on a scope and fee mutually agreed upon by the City and the AVE in writing.*
The following page(s) contain the backup material for Agenda Item: Renewing an annual construction contract with Ajax Paving Industries of Florida, LLC for Citywide Street Milling and Resurfacing for the Engineering and Capital Improvements Department, in the amount of $4,000,000 for FY2019, for a total contract amount of $7,414,635.50 (ECID Project No. 19003-130; Oracle Project Numbers 16741 and 16730).
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Renewing an annual construction contract with Ajax Paving Industries of Florida, LLC for Citywide Street Milling and Resurfacing for the Engineering and Capital Improvements Department, in the amount of $4,000,000 for FY2019, for a total contract amount of $7,414,635.50 (ECID Project No. 19003-130; Oracle Project Numbers 16741 and 16730).

Explanation: On February 1, 2018, City Council approved a one-year agreement with Ajax Paving Industries of Florida, LLC in the amount of $3,389,768.40 for Citywide Street Milling and Resurfacing FY18, effective through February 7, 2019. This is the single one-year renewal option for the agreement.

The contractor provides all labor, materials, and equipment necessary to perform street milling, street resurfacing, alley and parking lot resurfacing, and all related operations at various locations within the City. The work includes approximately 32,000 tons of asphalt and 400,000 SY of milling. Surface adjustment of manhole rings and restoration of traffic signal controller loops will also be required.

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

Ajax Paving Industries of Florida, LLC (North Venice, FL) ........... $4,000,000

<table>
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<th>Description</th>
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<th>FY19</th>
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<td>Amendment No. 1</td>
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<td></td>
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<tr>
<td>Renewal</td>
<td>4,000,000.00</td>
<td></td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$7,414,635.30</td>
<td></td>
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</table>

Amendment No. 1 was for additional work requested by the St. Petersburg Fire and Rescue Department for resurfacing the parking lot at Fire Headquarters.

Unit prices for asphalt for FY19 have increased and are adjusted based on the Florida Department of Transportation Fuel and Bituminous Average Price Index. The price changes are as follows:

<table>
<thead>
<tr>
<th>Description</th>
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<th>FY19</th>
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<td>FDOT Type SP-9.5 roadway</td>
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<td>91.41</td>
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</table>

All other unit prices in the FY18 contract are unchanged for FY19.

The contractor is in compliance with the Major Construction Project Requirements for employing apprentices and disadvantaged workers that were in effect when the bid was received.

The contractor has agreed to renew the agreement for one year under the same terms and conditions, except for the unit prices referenced above. This includes employing apprentices for 1,525 labor hours, disadvantaged workers for 1,525 labor hours and meeting the SBE goal of 3%.

Ajax has agreed to continue its company-sponsored training program in compliance with their original bid, which adheres to the guidelines of Florida Department of Transportation (FDOT) On-the-Job-Training (OJT) program. Ajax has also agreed to register their company-sponsored apprenticeship program with the State of Florida Department of Education.

Continued on Page 2
The contractor will begin work approximately ten (10) days from notice to proceed and is scheduled to complete the work within one hundred eighty (180) consecutive calendar days thereafter.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Citywide Infrastructure CIP Fund (3027), Street & Road Imps FY19 Project (16741) and the Recreation and Culture Improvement Fund (3029), Parking Lot Improvements FY19 Project (16730).

Attachments: Map  Resolution

Approvals:

[Signatures]
CITYWIDESTREETMILLING&RESURFACING-FY19
ProjectNo.19003-130
Legend
Milling&ResurfacingFY19
••_JCityLimits
CityCouncilDistricts
ICharlesGerdes
2BrandiGabbard
3EdMontanari
4DardenRice
5SteveKornell
6GinaDriscoll
7LisaWheeler-Bowman
8AmyFoster

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT
CITY of ST PETERSBURG
APPROVED BY:
2/12/2019
A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH AJAX PAVING INDUSTRIES OF FLORIDA, LLC FOR CITYWIDE STREET MILLING AND RESURFACING TO EXTEND THE TERM AND INCREASE THE CONTRACT PRICE FOR THIS RENEWAL TERM IN AN AMOUNT NOT TO EXCEED $4,000,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $7,414,635.50; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 1, 2018, City Council awarded a one-year agreement ("Agreement") with a one-year renewal option to Ajax Paving Industries of Florida, LLC ("Ajax") for Citywide Street Milling and Resurfacing pursuant to IFB 6741, dated November 16, 2017; and

WHEREAS, on December 10, 2018, Administration issued a change order to increase the contract price in the amount of $24,866.90 for milling and resurfacing of the parking lot at Fire Headquarters; and

WHEREAS, Administration desires to amend the Agreement to extend the term and increase the contract price amount by $4,000,000 for the renewal term (for a total contract price not to exceed $7,414,635.50); and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an amendment to the agreement with Ajax Paving Industries of Florida, LLC for Citywide Street Milling and Resurfacing to extend the term and increase the contract price for this renewal term in an amount not to exceed $4,000,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $7,414,635.50.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)
00430826
The following page(s) contain the backup material for Agenda Item: Designation of the James E. Doc Webb Estate as a local historic landmark to be listed in the St. Petersburg Register of Historic Places.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL  
Meeting of May 2, 2019  

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

SUBJECT:  
Third party-initiated Historic Landmark Designation of the James E. “Doc” Webb Estate, located at 774 36th Avenue North (City File 18-90300010).  

An analysis of the request is provided in the attached Staff Report.  

REQUEST:  
The request is to list the James E. “Doc” Webb Estate as a local historic landmark in the St. Petersburg Register of Historic Places.  

RECOMMENDATION:  

Administration: Administration recommends approval.  

Community Planning and Preservation Commission: On April 9, 2019, the Community Planning and Preservation Commission held a public hearing on this matter and voted six (6) to one (1) to recommend approval of the request to Council with amended boundaries as described below:  

*Allendale Terrace Blk 2, Lot 13.*  
The amended boundaries will capture the primary residence but not ancillary buildings.  

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinance; AND 2) SET the second reading and quasi-judicial public hearing for May 9, 2019.  

Attachments: Ordinance, Staff Report to the CPPC, Designation Application
ORDINANCE NO.     

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE JAMES E. "DOC" WEBB ESTATE, LOCATED AT 774 36TH AVENUE NORTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the James E. "Doc" Webb Estate, which is recognized for its significance resulting from its early association with James E. "Doc" Webb, who contributed to the city's developmental history in the area of Commerce and from its architectural significance, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the James E. "Doc" Webb Estate meets the following criteria:

(c) It is identified with a person or persons who significantly contributed to the development of the city, state, or nation;
(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance; and
(f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

SECTION 2. The City Council finds that the James E. "Doc" Webb Estate meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property;
(e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory; and
(f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time.

SECTION 3. The James E. "Doc" Webb Estate, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
The official boundary of the local landmark designation shall encompass the entire parcel, generally described as ALLENDALE TERRACE BLK 2, LOT 13.

SECTION 4. This ordinance, having been heard at a duly noticed quasi-judicial public hearing, shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
Date: 4/19/19

City Attorney (or Designee)
[Signature]
Date: 04/19/19

Planning and Development Services Department
[Signature]
Date:
CITY OF ST. PETERSBURG, FLORIDA
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION

REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For public hearing and recommendation to City Council on April 9, 2019 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

According to Planning and 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.

CASE NUMBER: HPC 18-90300010
STREET ADDRESS: 774 36th Avenue North, St. Petersburg, Florida 33704
LANDMARK NAME: James E. "Doc" Webb Estate
OWNERS: Merrill C. King II and Karen G. King
APPLICANT: Anne Dowling on behalf of Allendale Terrace Neighbors United
REQUEST: Designation of the James E. "Doc" Webb Estate as a local historic landmark to be listed in the St. Petersburg Register of Historic Places
Contents

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Appendices

  Appendix A Application for Local Historic Landmark Designation

  Appendix B Maps of Subject Property and Proposed Boundaries

  Appendix C Florida Master Site File Form 8PI00465

  Appendix D Buildable Lot Letter
OVERVIEW

On November 6, 2018, a local historic landmark designation application (Appendix A) was submitted for the James E. "Doc" Webb Estate at 774 36th Avenue North ("the subject property") by Anne Dowling on behalf of Allendale Terrace Neighbors United. Following an analysis of the subject property, its contextual history, and extant conditions, staff concurs with the applicant's assertion that the subject property is eligible for inclusion in the St. Petersburg Register of Historic Places as a local historic landmark.

Summary: James E. "Doc" Webb Estate / 774 36th Avenue North

Property Name (Current/Common): James E. "Doc" Webb Estate
Date of Construction: Circa 1925
Period of Significance: 1925 through circa 1964
Predominant Architectural Style: Neoclassical Revival
Architect/Builder: Unknown
Criteria for Landmark Eligibility (Application): B, C, E, and F
Criteria for Landmark Eligibility (Staff Recommendation): C, E, and F
Areas of Significance: Architecture, Commerce
Retention of Historic Integrity: Location, Design, Setting, Materials, Workmanship, and Feeling

NARRATIVE DESCRIPTION AND BACKGROUND

Historical Context

The application contains information on both the developmental history of the Allendale Terrace neighborhood in general, and the impact of James E. "Doc" Webb, one of the subject property's earliest owners, on the commercial culture of St. Petersburg during its growth as a vacation spot on Florida's Gulf coast.

As detailed by the application, Webb's City, the "World's Most Unusual Drug Store" evolved from a small and fairly traditional drug store, established during Florida's 1920s boom years, to a downtown destination for tourists and residents under the leadership of the gregarious James E. "Doc" Webb. Established only a short time before the city's booming economy entered a period of local decline and then slid into the Great Depression, Webb's creative approach to salesmanship set his store apart from its struggling peers. Quite possibly due to his store's growth and success during the lean years of the Depression, Webb purchased, slightly relocated, and significantly renovated the subject property's primary residence in 1935. He continued to live there until at least 1964 and constructed a number of ancillary buildings and additions throughout his time there.
Subject Property Background

The primary residence at the subject property was constructed circa 1925, likely for the widower George L. Monteiro and his children Helen, Marcel, and George, Jr., who had moved to St. Petersburg from Northport, New York in 1923. The family appears to have lived there until 1934 or 1935. Although the house’s builder was listed as local developer Cade Allen in at least one newspaper advertisement, this cannot be confirmed by City records, and the building did not exhibit stylistic features typical to Allen’s designs.

As originally constructed, the primary residence did not feature the neoclassical references that it does now, but presented as an American Foursquare with visible influences from the Prairie style. It featured the relatively square, two-story plan, hipped roof, wide boxed eaves with decorative brackets, double-hung multiple-over-one wood sash windows, and prominent one-story entry porch with massive, square supports that are typical to American Foursquare-Prairie homes. Images of the house’s initial appearance are shown in Figure 1 and 2.

![Figure 1: Image of primary residence as shown in a St. Petersburg Times advertisement, February 25, 1934. Accessed via newspapers.com.](image1)

![Figure 2: Primary residence as shown in St. Petersburg Times advertisement dated April 14, 1935. Accessed via newspapers.com.](image2)

Property records indicate that Webb hired local house-moving company Burnett and Beck in November of 1935 to relocate the building from Lot 14, where the detached garage just east of the house is presently located, to Lot 13, its current location. That same month, Webb hired J.H. Bull to construct a new front porch for the residence and add a porte-cochere.

Although they only affected the building’s entrances and left much of the original massing and the original roofline, fenestration, and siding intact, Webb’s 1935 alterations had a significant impact on the building’s style and projected message. The Prairie style referenced in the building’s original design is an eclectic and modern style that emerged during the early twentieth century.

---

2 “Miss Helen Monteiro,” St. Petersburg Times, June 10, 1934.
4 Property card for 774 36th Avenue North. On file, City of St. Petersburg.
century as one of the first truly American architectural styles. Its progenitors, including Frank Lloyd Wright, sought to use its forms as a means to democratize architecture and break free from the confines of European and classical precedents. By expanding the building’s visual size with a wider lot and broad porte-cochere and replacing the building’s sturdy front entry porch with a full-height, neoclassical-style portico resting on ionic columns used in accouplement, or pairs, constructing a centered balconette at the façade, and likely adding a broad, sunburst fanlight above the front door, Webb created a home with a monumental presence. This approach to one’s home seems quite fitting for an individual who managed to run a flourishing business during the nation’s deepest economic downturn.

Figure 3: Façade (north elevation) of the primary residence at subject property, showing Webb’s 1935 alterations to entrance and added front portico. 1935 porte-cochere is visible at left. Staff photograph.

Webb continued to expand the estate throughout his ownership of the property, with the addition of a wing at the west elevation constructed prior to 1951 and expanded in 1957 and 1960. The detached garage, which may have existed prior to Webb’s purchase of the property, was expanded in 1957. In 1960, a pool and pool-house with bar were constructed, as was an underground fall-out shelter. Earlier that year, the importance of Webb and Webb’s City, and the national attention that it had brought to St. Petersburg, had been lauded by national, state, and local leaders via a series of articles, editorials, and request that St. Petersburg’s City Council declare a “Doc” Webb Day.

---

6 Property Card.
But Webb’s benevolence to the local community may sadly not have been universal. Also in 1960, Webb responded to protesting members of the local chapters of the National Association for the Advancement of Colored People (NAACP) and the Congress of Racial Equality (CORE) by levying a legal injunction against them, claiming that they had unjustly interfered with his business. Although the lunch counters at Webb’s City, and retailers throughout St. Petersburg, were integrated in 1961 and Webb stated that the injunction was not racially motivated, the case lasted until 1964, when the United States Supreme Court ruled the case moot but upheld the injunction, which would be used later in the decade against picketers involved in St. Petersburg’s garbage strikes, a critical point in the city’s Civil Rights Movement.\(^8\)

**Figure 4: Circa 1990 survey of James E. “Doc” Webb Estate with construction dates of contributing buildings noted. Survey provided by owners; notes by staff.**

The subject property, and proposed designation boundary, encompasses the James E. “Doc” Webb Estate including the primary residence, detached garage, pool area, and a noncontributing greenhouse which was constructed outside of the period of significance (Figure 4). This application is owner-opposed, and, as such, staff documentation occurred from public right of

\(^8\) Robbins, 110-118.
way, limiting the ability to view ancillary buildings and structures such as the detached garage and pool area, as well as the west side and south (rear) elevations.

As discussed above, the primary residence is a two-story single family dwelling with a hipped roof, front-gabled, full-height portico, and one-story porte-cochere at its east side elevation, all clad in asphalt shingles. The building’s exterior, including all additions that could be viewed, is clad in wood siding. Visible windows are primarily three-, four-, and five-over-one double hung wood sash; broader picture windows featuring transoms over fixed single-lite openings appear at either side of the façade. All of these windows appear to date to the building’s construction as an American Foursquare. The front entry was likely modified during Webb’s 1935 redesign of the front porch and features a single-action door (which appears to be a modern replacement), sidelights, and a fanlight. Fenestration does not occur at the street-facing elevation of the west side addition (Figure 5); windows at the west side and rear elevations cannot be seen from the street due to vegetation.

![Image of the primary residence with west addition.](image-url)

Figure 5: Primary residence with west addition. Staff photograph.

A number of mature oak trees dot the estate, most visibly surrounding the semicircular driveway at the front of the house and in the parkway between the brick-paved street and hexagonal...
concrete block sidewalk. A low fence of cast iron above concrete blocks, anchored by brick posts, borders the front of the estate (Figure 6).

Figure 6: Primary residence, front fence, and hexagonal concrete block sidewalk.

Primary Character-Defining Features

- Primary residence:
  - Two-story, hipped-roof form featuring overall symmetry;
  - Original (1925) windows, including extant historic material, shape, placement, and configuration;
  - 1935 alterations, including front portico with ionic columns, balconette, front door, and porte-cochere;
  - Additions to residence that occurred during Webb’s residency;
- Detached garage, dating to 1950 or earlier (likely as early as 1925) and altered in 1957;
- Pool area constructed during Webb’s residency; and
- Landscape features dating to Webb’s residency, including semicircular driveway and masonry and metal fence.
Boundary Justification (Original Application)

The application proposes the designation of the entirety of parcel 07-31-174-00522-002-0110, as shown in Appendix B. This proposed boundary includes the primary residence, detached garage, pool and pool house, and landscape features including a site wall/fence along 36th Avenue North and a mosaic tiled walkway, all of which are known to relate to the subject property's historic significance. A noncontributing greenhouse near the southwestern corner of the parcel, constructed in the 1990s, is also present within the proposed boundary.

The proposed boundaries encompass the area historically associated with the James E. "Doc" Webb Estate during the period of significance, a timeframe during which Webb's store grew and evolved, thus gaining significance as a noteworthy and impactful element of St. Petersburg's commercial culture and broader image.

STAFF FINDINGS

In St. Petersburg, eligibility for designation as a local historic landmark is determined based on evaluations of age, context, and integrity under a two-part test as found in Section 16.30.070.2.5(D) of the City Code. Under the first test, age and criteria for evaluation are considered. Historic documentation demonstrates that the primary residence at the James E. "Doc" Webb Estate was initially constructed approximately 94 years ago and altered approximately 84 years ago, surpassing the minimum required age of 50. Remaining historic resources within the proposed boundaries were also constructed prior to 1969 and have been related to Webb's ownership of the property. Further, staff finds that the subject property satisfies criteria C and E. Under the second test, staff finds that six of the seven factors of integrity are met.

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the two-part test to determine eligibility for the St. Petersburg Register of Historic Places examines a resource’s historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service's criteria for listing in the National Register of Historic Places, and are designed to assess resources' importance in a given historic context with objectivity and comprehensiveness.

In the case of the James E. "Doc" Webb Estate, the applicant proposes that the property be designated under criteria B, C, E, and F. Staff has determined that the property satisfies the St. Petersburg Register criteria as follows:

<p>| No | A | Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation. |
| No | B | Its location is the site of a significant local, state, or national event. |</p>
<table>
<thead>
<tr>
<th>Yes</th>
<th>C</th>
<th>It is identified with a person who significantly contributed to the development of the city, state or nation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>D</td>
<td>It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation.</td>
</tr>
<tr>
<td>Yes</td>
<td>E</td>
<td>Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.</td>
</tr>
<tr>
<td>Yes</td>
<td>F</td>
<td>It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.</td>
</tr>
<tr>
<td>No</td>
<td>G</td>
<td>Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.</td>
</tr>
<tr>
<td>No</td>
<td>H</td>
<td>Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.</td>
</tr>
<tr>
<td>No</td>
<td>I</td>
<td>It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation.</td>
</tr>
</tbody>
</table>

While the subject property’s significance due to its association with Webb, and because of its distinct architecture and site design are clear, staff respectfully disagrees with the applicant’s proposition that it is the location of a significant event or series of events, as the Webb’s City store was located in downtown St. Petersburg. However, the fact that all physical traces of the store itself have been demolished does strengthen the importance of the subject property as a resource representing his life and impact on the city’s commercial culture.

The subject property has also previously been recorded as significant and/or eligible for listing in the St. Petersburg Register of Historic Places in the course of citywide and neighborhood historic resource surveys, as discussed in the attached Florida Master Site File form (Appendix C).

C) It is identified with a person or persons who significantly contributed to the development of the city, state, or nation;

A building or site is generally considered to be significant due to association with an individual and his or her contribution to history if either: a) the event which makes that individual important to history occurred at that site, or b) in the case of a significant individual’s residence, if he or she resided at that place during the time that his or her significant contributions to history occurred. In the case of the James E. “Doc” Webb Estate, Webb resided at, and affected the physical layout and appearance of, the subject property for approximately three decades during the peak of his store’s impact on the city. This impact took the form of Webb’s personal theatrics and the incorporation of attractions such as mermaid shows and dancing chickens, of his avid defense of his price-cutting tactics Court, and of his response to Civil Rights-era protests.
E) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance; and

F) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

Large estates of multiple, historic buildings dating to the early twentieth century are increasingly rare in St. Petersburg, and the fact that the more opulent elements of the subject property date to the Great Depression underscores its uniqueness. Through the property’s site design and architecture alike, the James E. “Doc” Webb Estate depicts a period of financial success in the owner’s life, and exemplifies the aesthetics and physical design of that success.

**Historic Integrity**

Under the second part of the two-part assessment of eligibility for designation as a historic landscape, staff finds that the James E. “Doc” Webb Estate retains integrity in six of seven given criteria, surpassing the requirement of one or more.

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

**Location**

The estate remains in the same location that it has been since its establishment by James E. “Doc” Webb in 1935. The primary residence’s slight move in that year is significant for its association with the vision of an estate-like property, and, therefore, does not detract from this aspect of the property’s integrity.

**Design**

The primary residence’s 1935, 1951, 1957, and 1960 alterations, and the alteration or construction of other buildings or structures on the estate during those years, are representative of Webb’s associate with the subject property. Non-historic alterations appear to be impressively minimal.

**Setting**

The subject property is located the Allendale subdivision, which retains a concentration of homes dating to the 1920s through the 1950s. Further, the layout of Allendale, has been retained, including the traditional streetscape materials adjacent to the subject property, the mature landscape both at and surrounding the subject property, and the greenspace it overlooks.

**Materials and Workmanship**

The materials of the original house and 1935 alterations appear to remain intact to a high degree.
Feeling
The subject property affects a feeling of grandiosity, even as surrounded as it is by notable examples of various early- to mid-twentieth century architectural styles.

Association
Webb vacated the property in the mid- to late 1960s. Although it remains in use as a single-family residence, it is no longer associated with James E. "Doc" Webb.

Boundary Evaluation
As the national parallel to the St. Petersburg Register of Historic Places, the National Register of Historic Places and its associated designation policies are often used to guide best practices for local designation. The proposed boundaries are consistent with National Register Bulletin 21: Defining Boundaries for National Register Properties, which recommends that one

select boundaries that encompass the entire resource, including both historic and modern additions. Include surrounding land historically associated with the resource that retains integrity and contributes to the property's historic significance.9

However, it is acknowledged in this case that the most inclusive boundaries, which would capture the entire estate, include an area that could by the subject property's underlying zoning classification, be developed with up to four (4) residential properties. Since the property's redevelopment potential has been a main source of the owners' opposition, and in an effort to preserve the element of the resource with the highest and most visible degree of significance, alternative boundaries are being proposed by City staff, as shown in Figure 7.

As shown in Figure 4, the circa 1925 primary residence and the majority of the additions/alterations associated with Webb's 1935 remodel are concentrated on Lot 13 (labeled "Parcel C" in Figure 7). Given that the preceding evaluation of historic significance of the estate as a whole has led to the conclusion that it does possess historic significance and integrity, and, therefore, qualifies for designation to the St. Petersburg Register of Historic Places, the consideration of alternative boundaries is primarily a question of whether or not the proposed, less inclusive, boundaries would still present sufficient significance and integrity to warrant designation.

---

As noted above, the primary residence was constructed circa 1925 and altered in 1935 shortly after Webb’s purchase. The subject property’s historic significance under Criteria C (association with a significant individual) and E and F (architectural significance) is highly visible through the primary residence and the alterations associated with Webb and dating to the Period of Significance. The most notable changes dating to 1935 include alterations to the front entrance, which would be preserved by the amended boundaries, and the construction of the porte-cochere, which would be required to be removed to allow the proposed redevelopment of the adjacent Lot 14 (“Parcel D,” above). Other ancillary buildings including the detached garage and pool house would also be demolished to facilitate redevelopment if the boundaries shown in Figure 7 are approved.

It is staff’s determination that the smaller boundaries, which preserve the majority of the primary residence’s footprint and character-defining features, do meet the criteria for historic significance and integrity discussed above. Although it is an interesting note in the subject property’s evolution and enhances the residence’s grandeur by visually extending the building’s width, the porte-cochere’s removal will diminish but not negate the building’s integrity of design. Further, its minimal connection to the remainder of the building should allow its potential removal without proving detrimental to the residence’s overall integrity of materials.

The goals of thoughtful historic preservation and redevelopment can sometimes work in concert, though in this case the full estate boundaries proposed by the designation application are in...
conflict with the property owners’ vested rights, established by a Buildable Lot Letter issued on August 31, 2018 by the City’s Development Review Services (Zoning) Division (Appendix D). In the interest of preserving the most critical element of the subject property, staff recommends approval of the application with amended boundaries to include only the parcel legally defined as ALLENDALE TERRACE BLK 2, LOT 13, with variances, lot line adjustment(s), and a 3-foot maintenance easement, discussed below.

VARIANCES

Approval of the local historic landmark designation application with amended boundaries, as proposed by City staff, will require two (2) variances. The purpose of these variances is to provide designation options to the CPPC and City Council, as well as, preserve maximum flexibility between the buyer and seller.

Variance No. 1: Interior Side Yard Setback (West Side)

<table>
<thead>
<tr>
<th>Required</th>
<th>Proposed</th>
<th>Variance</th>
<th>Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-feet</td>
<td>0-feet</td>
<td>6-feet</td>
<td>100.0 %</td>
</tr>
</tbody>
</table>

Lot 13 is zoned NT-2 (Neighborhood Traditional)
Pursuant to City Code, Section 16.70.040.1.6, the basis for granting a variance shall be guided by several factors:

1. **Special conditions exist which are peculiar to the land, building, or other structures for which the variance is sought, and which do not apply generally to lands, buildings, or other structures in the same district. Special conditions to be considered shall include, but not be limited to, the following circumstances ... Historic Resources. If the site contains historical significance.**

   The goals, objectives, and policies of the City’s historic preservation program and the Comprehensive Plan’s Historic Preservation Element is to preserve and conserve historic buildings. A variance to the minimum interior side yard setback will provide for an alternative to the possible demolition and redevelopment of the subject building, while still maintaining its historic integrity.

2. **The special conditions existing are not the result of the actions of the applicant;**

   This request for a variance to the minimum interior side yard setback results from an effort to find common agreement among the various parties, thereby resulting in designation and protection of the subject building.

3. **Owing to the special conditions, a literal enforcement of this chapter would result in unnecessary hardship; and 4. Strict application of the provisions of this chapter would provide the applicant with no means for reasonable use of the land, buildings, or other structures;**

   A literal enforcement of the interior side yard setback is not a hardship as the property owner retains the right to raze the building and develop individual single-family houses. This would be unnecessary however given the City’s stated goals, objectives, and policies for supporting historic preservation.

5. **The variance requested is the minimum variance that will make possible the reasonable use of the land, building, or other structure;**

   The variance requested is the minimum variance necessary to achieve the objectives of the City’s historic preservation program while reasonably accommodating the challenges associated with preservation of this historic buildings.

6. **The granting of the variance will be in harmony with the general purpose and intent of this chapter; and 7. The granting of the variance will not be injurious to neighboring properties or otherwise detrimental to the public welfare;**

   The granting of this variance will comport with the goals, objectives, and policies of the City’s historic preservation program and the Comprehensive Plan’s Historic Preservation Element. Further, the granting of this variance will not be injurious or otherwise detrimental to the occupants, neighboring properties, or public welfare. Development as a single-family house and sale of the adjoining Lot 12 will post-date the granting of this variance, making its effects known to any future purchaser.
If granted, City staff recommends establishment of a 3-foot maintenance easement along the encroaching elevation to allow access for general maintenance and repair of the subject building.

Finally, it appears that the subject building encroaches approximately 0.5-feet over the shared lot line between Lots 12 and 13. If Lot 12 is excluded from the local historic landmark designation, a lot line adjustment is required to eliminate this encroachment. A lot line adjustment is an administrative review meaning no public hearing is required; City staff has already reviewed this request and expressed their support, if needed. If the lot line adjustment measures at least 3.5-feet, then this will negate the need for a 3-foot maintenance easement.

**Variance No. 2: Design Variance for Vehicle Parking Forward of the Front Façade Line**

City Code Section 16.20.010.11 states, “Access for new garages and driveways shall be designed to take advantage of the first available alternative in the following prioritized list: In the absence of an alley and a side street, a single lane width curb cut, and driveway shall be allowed which shall be located to the side of the principal structure. Required parking shall be allowed only behind the front façade line of the principal structure, including the porch, if any.” In this instance, a driveway must be designed across the legal front yard.

If subdivided as proposed by City staff, then a variance to accommodate vehicle parking forward of the front façade line is required. There does not appear to be enough space east of the subject building to accommodate a driveway and parking behind the front façade line.

Although not required as part of the recommendation for amended boundaries, the property owner is encouraged to consider a minor lot line adjustment between Lots 13 and 14. A minor lot line adjustment will allow a driveway to the rear of Lot 13.

**CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, RELATIONSHIP BETWEEN THE PROPOSED DESIGNATION, AND EXISTING AND FUTURE LAND USE PLANS FOR THE DEVELOPMENT OF THE CITY**

The proposed local historic landmark designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

**Objective LU10:** The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

**Policy LU10.1:** Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.
Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:
- National Register or DOE status
- Prominence/Importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION
The application for the proposed local landmark designation was submitted by a third party with expressed owner opposition.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, some relief from the requirements of the Florida Building Code and FEMA regulations, and tax incentives, such as the local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects. The designation of historic landmarks protects and enhances the St. Petersburg’s historic character, fulfills the City’s goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

RECOMMENDATION
Staff recommends approval of the request to designate the James E. “Doc” Webb Estate, located at 774 36th Avenue North, as a local historic landmark, with the amended boundaries discussed above, thereby referring the application to City Council for first and second reading and public hearing.

Staff recommends approval of variance no. 1 as described above, thereby permitting a 0-foot interior side yard setback for the subject building, along the west elevation where it is adjacent to Lot 12, and subject to the following condition:

1. Establish a 3-foot maintenance easement on Lot 12 to accommodate future maintenance and repair needs of the subject building. If the required lot line adjustment between Lots 12 and 13 measures at least 3.5-feet, then a maintenance easement is not required.

Staff recommends approval of variance no. 2 as described above, thereby permitting vehicle parking forward of the front façade line of the subject building.
REFERENCES


Appendix A

Application for Local Historic Landmark Designation
# Local Landmark Designation Application

## 1. NAME AND LOCATION OF PROPERTY

<table>
<thead>
<tr>
<th>historic name</th>
<th>Allendale Female - Doc Webb Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>other names/site number</td>
<td>774 36th Ave N, St. Pete, FL 33704-1246</td>
</tr>
<tr>
<td>address</td>
<td></td>
</tr>
<tr>
<td>historic address</td>
<td></td>
</tr>
</tbody>
</table>

## 2. PROPERTY OWNER(S) NAME AND ADDRESS

<table>
<thead>
<tr>
<th>name</th>
<th>Merrill King and Karen King</th>
</tr>
</thead>
<tbody>
<tr>
<td>street and number</td>
<td>774 36th Ave N</td>
</tr>
<tr>
<td>city or town</td>
<td>St. Petersburg</td>
</tr>
<tr>
<td>state</td>
<td>FL</td>
</tr>
<tr>
<td>zip code</td>
<td>33704</td>
</tr>
<tr>
<td>phone number (h)</td>
<td>(w)</td>
</tr>
<tr>
<td>e-mail</td>
<td></td>
</tr>
</tbody>
</table>

## 3. NOMINATION PREPARED BY

<table>
<thead>
<tr>
<th>name/title</th>
<th>Anne Dowling</th>
</tr>
</thead>
<tbody>
<tr>
<td>organization</td>
<td>Allendale Evolve Neighbors United/Lessing 6 Action</td>
</tr>
<tr>
<td>street and number</td>
<td>803 35th Ave N</td>
</tr>
<tr>
<td>city or town</td>
<td>St. Petersburg</td>
</tr>
<tr>
<td>state</td>
<td>FL</td>
</tr>
<tr>
<td>zip code</td>
<td>33704-1246</td>
</tr>
<tr>
<td>phone number (h)</td>
<td>727-366-2207 (w)</td>
</tr>
<tr>
<td>e-mail</td>
<td></td>
</tr>
<tr>
<td>date prepared</td>
<td>11/0</td>
</tr>
</tbody>
</table>

## 4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

| 07-31-17-00522-002-0110 - Lks 11-14 |

## 5. GEOGRAPHIC DATA

<table>
<thead>
<tr>
<th>acreage of property</th>
<th>56 acres -?</th>
</tr>
</thead>
<tbody>
<tr>
<td>property identification number</td>
<td>07-31-17-00522-002-00-Lks 11-14</td>
</tr>
</tbody>
</table>
**Name of Property**

**9. STATEMENT OF SIGNIFICANCE**

<table>
<thead>
<tr>
<th>Criteria for Significance</th>
<th>Areas of Significance</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.</td>
<td>(see Attachment B for detailed list of categories)</td>
</tr>
<tr>
<td>□ Its location is the site of a significant local, state, or national event.</td>
<td>Doc Webb - City of San Juan House is Architecture of Industry History of City of San Juan</td>
</tr>
<tr>
<td>□ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.</td>
<td>Period of Significance</td>
</tr>
<tr>
<td>□ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.</td>
<td>Significant Dates (date constructed &amp; altered)</td>
</tr>
<tr>
<td>□ Its value as a building is recognized for the quality of its architecture, and it retains significant elements showing its architectural significance.</td>
<td>Significant Person(s)</td>
</tr>
<tr>
<td>□ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.</td>
<td>Cultural Affiliation/Historic Period</td>
</tr>
<tr>
<td>□ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.</td>
<td>Builder</td>
</tr>
<tr>
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<td>Architect</td>
</tr>
<tr>
<td>□ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.</td>
<td></td>
</tr>
</tbody>
</table>

**Narrative Statement of Significance**

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

**10. MAJOR BIBLIOGRAPHICAL REFERENCES**

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)
Local Landmark/Landmark Site Designation Application

- City of St. Petersburg, FL
- Dir. of Urban Design and Admin. Pres.

Date: 11/15/2018

Applicant
Name/Title: Anne C. Dowling
Address: 803 35th Ave N
City: St. Petersburg, FL State: FL Zip Code: 33704
Phone: 727-366-0207
Email: adele@gmail.com

Property/District
Historic Name: Allendale Terrace
Property Address: 714 36th Ave N
City: St. Petersburg, FL State: FL Zip Code: 33704-1246
Tax Parcel Identification Number: 07-31-17-005-22-002-0110 Lots 11-14

Property Owner(s)
Name: Merrill C. King, Karen King
Address: 714 36th Ave N
City: St. Petersburg, FL State: FL Zip Code: 33704-1246
Phone: 
Email: 
Criteria for Designation

Please check all applicable boxes if the resource(s) you are submitting for designation is/are:

☐ Associated with distinctive elements of the cultural, social, political, economic, scientific, religious, prehistoric, or architectural history that have contributed to the pattern of history in the community, the county, southwestern Florida, the state or nation.

☐ Has yielded, or are likely to yield, information on history or prehistory.

☐ Listed or have been determined eligible for listing in the National Register of Historic Places.

☐ Associated with the life or activities of a person of importance in local, state, or national history.

☐ Is the site of a historic event with a significant effect upon the county, state or nation.

☐ Exemplary of the historical, political, cultural, economic, or social trends of the community in history.

☐ Associated in a significant way with a past or continuing institution which has contributed substantially to the life of the community.

☐ Embody the distinctive characteristics of a type, period, style or method of construction or are the work of a master; or that possess high artistic value; or that represent a distinguishable entity whose components may lack individual distinction.

☐ It portrays the environment in an era of history characterized by one or more distinctive design element or architectural styles;

☐ It embodies the characteristics of an architectural style, period or method of construction.

☐ It is a historic or outstanding work of a prominent architect, designer, or landscape architect.

☐ It contains elements of design, detail, material, or craftsmanship which are of outstanding quality or which represented, in its time, a significant innovation, adaptation or response to the southwest Florida environment.

Incentives

Are any historic preservation incentives being sought in association with this application (e.g., historic property tax exemption, variance from building code/zoning)? If so, please elaborate below.

None.
Disclosure Information (This information must be supplied pursuant to County Ordinance No. 74-15)

A. If the owner is a corporation, partnership, or trust, list all persons (i.e. partners, corporate officers, all members of the trust) who are a party to such as well as anyone who may have a beneficial interest in the property which would be affected by any ruling on their application.

N/A

Specify interest held: ______________________

B. Is there an existing contract for sale of subject property: ☐ Yes ☑ No
If yes, list names of all parties to the contract including all partners, corporate officers, and members of any trust:

Is contract conditional or absolute? ☐ Conditional ☐ Absolute

C. Are there any options to purchase on subject property? ☐ Yes ☑ No
If so, list names of all parties to option including all partners, corporate officers and members of any trust:

Signature of Property Owner

I hereby certify that all information is correct:

[Signature]

Anne C. Dowling
Function or Use

Historic Function:

Home of the legendary "Doc Webb" - site of significant cultural importance in St. Petersburg.

Current Function:

Single-family home

Proposed Use:

Single-family home

Written Description of Proposed Landmark or Landmark Site

As an attachment, please provide a narrative summary explaining the significance of the property as it relates to the above criteria for designation. The narrative should explain the archaeological, historical, architectural, or cultural significance of the proposed landmark, as well as the period of significance, date constructed, biographical data on significant persons who may have resided in the structure, the cultural affiliation/historic period, who the builder and architect were, etc., if known/applicable.)

Additional Evidence and Supporting Materials

Please provide the following, as attachments to this application:

(a) Photographs which are inclusive of all elevations, architectural details and significant exterior features.
(b) Copy of Florida Master Site File, if one exists.
(c) Survey, or legal description, of property/structure.

On applications for the designation of historic districts, the applicant shall also submit:

(d) A written description of the boundaries of the district; and
(e) List of contributing resources.

Note: If this application is for designation of a historic district, please refer to the additional requirements in Sec. 146-6 (b) and (c) of the Pinellas County code.
I grew up hearing about Webb's City in St. Petersburg, but I never had a chance to visit that famed shopper's paradise. The so-called "World's Most Unusual Drug Store" had already closed in 1979. But during its heyday, Webb's City was renowned (and attacked) for its "stack it high and sell it cheap" philosophy and its fearlessly tacky gimmicks that included dancing chickens, mermaids, and dollar bill-sales (95 cents per buck). Webb's City was a southern tradition.

Launched as a cut-rate drug store in 1925, Webb's City grew fast during the Depression thanks to "Doc" Webb's willingness to do anything to attract customers. He was particularly beloved for his two-cent breakfasts in those early days, when anyone who could scrounge up some pennies got an egg, a bacon strip, and a side of buttered toast, along with a cup of coffee and a glass of orange juice. Thus fortified, anyone could go shopping at Webb's.
Webb fashioned himself as a man of the little people, selling goods below prices set by their producers and fighting lawsuits that challenged his cut-rate tactics. In *St. Petersburg and the Florida Dream: 1888-1950*, Raymond Arsenault quotes Webb's philosophy, "I don't care a damn about money... I wanted customers."

---

**Are You Parked on On A Webb City Lot?**

A $2.00 PARKING FEE WILL BE COLLECTED . . If You Trade Elsewhere Than WEBB CITY STORES

---

At its zenith, Webb's City included 77 stores covering seven city blocks, selling groceries, hardware, surgical supplies, electronics, clothes and, of course, drugs. Webb's City offered a combination of history, hucksterism, and value that can only now be experienced, I suppose, in South Dakota's Wall Drug. I'd love to learn more about Webb's City, so if you ever visited "Doc" Webb's beloved xanadu of values, please leave a comment.
Learn More

- *Crazed Fanboy*, A profile of J.E. "Doc" Webb - Florida Folk Hero and Entrepreneur Extraordinaire

- *St. Petersburg Times*, Follow the dancing chicken
Glittering Displays

Home, above, owned by George T. Renig, 408 30th St. N., was a first prize winner in the "Most Representative" class of the annual Christmas lighting contest of the St. Petersburg Kiwanis Club. All homes entered in the contest were judged by the Art Club of St. Petersburg. The house below, owned by J. E. (Doc) Webb at 74 30th Ave. N., St. Petersburg, was judged first in the "Most Impressive" class of the Kiwanis contest. Strings of lights outline the Colonial-type home, figures representing old-time Christmas are on lawn.
ALL ROADS LEAD TO WEBB’S CITY

Ask any resident who lived in St. Petersburg prior to the
Petersen Administration about their favorite place to shop,
and you will most likely be inundated with fond memories
and grand tales of one place: Webb’s City and its
charismatic owner, James Earl Webb. What began as a 17-
by-28 foot storefront, on the “wrong side of the tracks” in
1925, rapidly ballooned into a monolithic empire which
took up nearly 10 city blocks thanks to the vision on James
Webb. “I don’t give a damn about money, I want
customers,” he once declared in an interview. And did he
ever get them – up to 60,000 of them daily.

A natural born salesman, James Webb hawked newspapers
at the age of 9 in 1905 for Nashville’s largest daily, The
Tennesseean. Soon he was managing a crew of 14 other
newspapers and was making a whopping $8 monthly. Always
wanting to offer the customer more, Webb began selling
hot German bread to his customers three days a week. His
family had a garden and a cow, so he started selling them
vegetables and milk, too. Not one to sit still, the youngster
mowed lawns and sold lemonade at a curbside stand. He
took any unsold ade and made sherbet for the next day’s
customers. At the ripe age of 12, Webb decided he was too
busy for school and dropped out in the 5th grade. That
same year, the family relocated to Knoxville where Webb
promptly found work setting pins at a bowling alley,
working the soda fountain and helping around a local
pharmacy, Economy Drug Company.

By age 20, Webb had married

and become manager and part

owner of the drug store. It was

here that James Webb earned a

lifelong nickname as “Doc.”

That moniker fit the slight 5 foot

5 man, as he was always testing

and marketing quick-cure

remedies and elixirs. Without license requirements or FDA

interference, pharmacists like Doc took advantage of the

lack of regulation on patent medicines. Soon he began

selling his cure-all “Doc Webb’s 608." Primarily intended to
treat gonorrhea, the concoction was little more than 70
cents worth of gum acacia and sandlewood. He sold it for
$5.50 a bottle. It sold like hotcakes.

With a growing bank account and desire for a new venture
he could call his own, Doc was offered a managing
partnership in a friend’s St. Petersburg drug store in 1925.
For the next year the duo operated the Seaboard Drug
store (named for its proximity to the Seaboard rail line).
Then came the bust of Florida’s land boom.

Webb’s partner, most likely nervous about the rapid decline
in the economy, sold his portion of the store to Doc and
headed back to the hills of Tennessee. Webb immediately
began slashing prices to lure in cash-strapped customers.
By 1932, Doc had incorporated the store as Webb’s Cut
Rate Drug Co. and topped $500,000 in sales. He topped
the cool million mark four years later.

Always a fighter for the common man, Doc refused to raise
prices and constantly ran advertisements announcing that
he would undercut any competitor’s price by ten percent. It
worked… sometimes too well.

Story Nevin D. Sitler, Director of Education and Outreach – St.
Petersburg Museum of History. Photos courtesy of St. Petersburg
Museum of History and the St. Petersburg Times
WEBB’S CITY, Continued

During a 1938 visit to the growing Webb’s store, William W. Rice, of Britsol-Myers Corp., became so enraged at Doc’s low prices on their products that Doc found himself in court defending his right to sell his goods at his own chosen price and not that of the manufacturer’s suggested price. He won, although he would find himself in court many more times on similar supplier complaints.

Incorporated as Webb’s City in 1946, Doc’s empire flourished. As customers began requesting more items for purchase, Doc responded. Folks wanted gas and tires, he opened a gas station next door. Folks wanted foodstuffs, he opened a grocery store. Haircuts, sure, you can get one for 50 cents in the barbershop, and get a free ice cream cone afterwards. Doc sold it all. From carpet to cantaloupes to clothes and curtains, customer’s came in droves to visit dozens of different stores at Webb’s City. And not just for the low prices. Always a salesmen (and certainly a showman) Webb provided seemingly endless attractions. Mermaid shows, dancing chickens, bathing beauties and three ringed circuses entertained weary mothers and restless children.

Gimmicks were Doc’s forte. You never knew when a sale would happen or where. Want to save 20 percent on women’s underwear? On sale at the cigar counter for the next 5 minutes. He even once sold dollar bills for 95 cents each. Anything to lure the customer in and to keep them shopping. Which they did. Doc even contemptuously proclaimed in a 1949 advertisement that “All roads lead to Webb’s City.”

The 1950s and 1960s were the golden decades for the “World’s Most Unusual Drugstore.” In 1970, Webb’s City consisted of more than 70 individual stores in seven buildings with a total of 3,000 parking spaces. Sensing a downturn in the economy, and with the arrival of urban shopping malls, Webb sold his 56 percent share of the company to Texas interests in 1974. Perhaps the loss of its greatest promoter was too much for Webb’s City, for it went into bankruptcy and closed a few years later. A sad day in St. Pete, for sure.

Webb remained in St. Petersburg with his third wife, Dorothy, passing away in 1982. Although nearly thirty years have elapsed since St. Petersburg’s greatest showman left the stage, the memories and mermaids remain in the hearts of thousands. There will never be another Doc Webb.

Average doctor’s visit?
7 minutes
Herding is for Farms, Not Medical Care

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- 24/7 MD Direct Access by Cell, Text or Email
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Wellness, Prevention, Weight Loss, Hormone Therapy
DOWNTOWN ST. PETERSBURG

200 Central Avenue, Suite 280 • RobinsonMed.com • Call 727.329.8659
Record Date: 1/1/2014
Book Type: SUBDIVISIONPLAT - SUBDIVISIONPLAT Book Type
Book / Page: 4/66
Secondary #:

Number of Pages: 1
Doc Type: SUBDIVISIONPLAT
- SUBDIVISIONPLAT
Document Type
Grantor: ALLENDALE TERRACE BLKS A-B-
Updated November 3, 2018

Ownership/Mailing Address
KING, MERRILL C II
KING, KAREN G
774 36TH AVE N
ST PETERSBURG FL 33704-1246

Site Address
774 36TH AVE N
ST PETERSBURG

Property Use: 0110 (Single Family Home)

Total Living: SF: 3,096  Total Gross SF: 4,742  Total Living Units: 1

Legal Description
ALLENDALE TERRACE BLK 2, LOTS 11 THRU 14

Exemption
Exemption
2018
2019
Homestead: Yes
Yes
Government: No
No
Institutional: No
No
Historic: No
No

Parcel Information

File for Homestead Exemption

2019 Parcel Use

Assuming no ownership changes before Jan. 1
Homestead Use Percentage: 100.00%
Non-Homestead Use Percentage: 0.00%

Parcel Value Information

2018 Interim Value Information

Year
2018
Sales/Assessed Value
$813,954
$310,965

County Taxable Value
$260,965
$185,965

School Taxable Value
$260,965

Municipal Taxable Value

Year
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
2007
2006
2005
2004
2003
2002
2001
2000
1999
1998
1997
1996

Homestead Exemption
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
No

Just/Market Value
$714,536
$581,180
$511,272
$408,782
$384,641
$342,354
$396,143
$524,845
$615,840
$679,100
$795,200
$761,500
$556,800
$415,700
$388,200
$329,500
$247,700
$248,500
$226,000
$224,000
$217,400
$29,700

Assessed Value
$304,569
$298,305
$296,231
$293,880
$289,537
$284,697
$276,405
$272,320
$265,161
$264,896
$257,181
$250,908
$243,600
$236,500
$232,100
$226,700
$223,200
$216,700
$211,000
$207,700
$204,300
$29,700

County Taxable Value
$254,569
$248,305
$246,231
$243,880
$239,537
$234,697
$226,405
$222,320
$215,161
$214,896
$232,181
$225,908
$218,600
$211,500
$207,100
$201,700
$198,200
$191,700
$186,000
$182,700
$179,300
$29,700

School Taxable Value
$279,569
$273,305
$271,231
$268,880
$264,537
$259,697
$251,405
$247,320
$240,161
$239,896
$232,181
$225,908
$218,600
$211,500
$207,100
$201,700
$198,200
$191,700
$186,000
$182,700
$179,300
$29,700

Municipal Taxable Value
$254,569
$248,305
$246,231
$243,880
$239,537
$234,697
$226,405
$222,320
$215,161
$214,896
$232,181
$225,908
$218,600
$211,500
$207,100
$201,700
$198,200
$191,700
$186,000
$182,700
$179,300
$29,700

2018 Tax Information

Tax District: SP
21.7154

Do not rely on current taxes as an estimate following a change in ownership. A significant change in taxable value may occur after a transfer due to a loss of exemptions, reset of the Save Our Homes or 10% Cap, and/or market conditions.

Use our new Tax Estimator to estimate taxes under new ownership.

Amendment 1 - Will you benefit?

Check Estimated 3rd Homestead Exemption Benefit

2018 Land Information

Seawall: No
Frontage: None

View: Park/Cons/Pres

2018 Tax Bill

2018 Final Millage Rate
06321/2105

Sale Date
Book/Page
Price
QAI
V1

275,000
M

See all transactions
Building Type: Single Family
Quality: Excellent
Foundation: Continuous Footing
Floor System: Wood
Exterior Wall: Frame Siding
Roof Frame: Gable Or Hip
Roof Cover: Shingle Composition
Stories: 2
Living units: 1
Floor Finish: Carpet/Hardtile/Hardwood
Interior Finish: Upgrade
Fixtures: 11
Year Built: 1925
Effective Age: 41
Heating: Central Duct
Cooling: Cooling (Central)

Utility Unfinished: 0
Upper Story: 1,428
Open Porch: 0
Garage Unfinished: 0
Carport: 0
Base Semi-finished: 1,416
Total Living SF: 3,096

Gross Area SF: 4,742

POOL: $32,000.00, 1.00, $32,000.00, $12,800.00, 1958
PATIO/DECK: $9.00, 1,760.00, $15,840.00, $6,336.00, 1958
PORCH: $22.00, 400.00, $8,800.00, $3,520.00, 1958
SHED: $25.00, 100.00, $2,500.00, $1,080.00, 1925
GREENHOUSE: $60.00, 861.00, $51,660.00, $20,664.00, 1958

Permit Information is received from the County and Cities. This data may be incomplete and may exclude permits that do not result in field reviews (for example for water heater replacement permits). We are required to list all improvements, which may include unpermitted construction. Any questions regarding permits, or the status of non-permitted improvements, should be directed to the permitting jurisdiction in which the structure is located.

No Permit Data Found
**Building Characteristics**

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**0110 Single Family Home**

**Building Notes**

2007R NAR. 2013R NC

**Value Subject to Change**

**Value Summary**

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I have often driven the brick streets of Allendale Terrace. The first thing I notice when approaching this neighborhood are the majestic oak trees shading the area's streets and homes. One can't help but marvel at the stately old homes, many of which were built in the 1920s and 1930s. Due to my lifelong interest in the history of St. Petersburg (https://greenbenchmonthly.com/category/st-petersburg-history/), I wondered about the history of Allendale Terrace. I'm really becoming friendly with the folks at our local library.

The history of Allendale Terrace is written largely in much of the life of Cade B. Allen. It was Allen who conceived and developed Allendale. He was a former brick mason from New York who came to St. Petersburg in 1892, reportedly for the health benefits of its climate. Beginning in 1895, Allen made nine purchases of land around Crescent Lake. He established a truck garden (a garden where vegetables are grown for market) and dairy farm on this property. Some of his cattle actually grazed on what is now Miller Huggins Field. The second of these land purchases was from Parry Snell.

During this time, he became friendly with Harold Smith, who was a member of the same church. In 1922, Allen sold this property and went into business with Smith, who was a real estate developer. St. Petersburg's public records show the registration of a deed to Cade B. Allen and Harold Smith for 135 acres bought from the estate of W.L. Foster and his wife Amanda in December of 1922. The area had been known as "The Foster Grove," and Cade's son Donald believed the price was $180,000.

Development was soon under way when the two men engaged George F. Young Civil & Landscape Engineers of St. Petersburg to survey and lay out a street and block plan for the land. The plat for Allendale Park, named after Mr. Allen, was recorded on April 1, 1923, and soon, with plan in hand, brick streets with granite curbs were constructed.

Harold Smith and Cade Allen shared a real estate office on Central Avenue, and then on 4th Street, until Allen opened his own real estate office at 3649 Holnes Road. Around that time, Mr. Allen also bought out Smith's interests in the Allendale subdivision.

Between 1922 and 1954, Cade Allen and his sons built a total of 40 houses in Allendale, many with a distinct appearance that makes them easily recognizable today. All of these houses were built with hollow clay tile, and a stone veneer was then added to many of them. Some of the homes used local coquina rock, while others were faced with different types of stone, including granite, sandstone, and fieldstone from Georgia, Alabama, North Carolina, and Tennessee, brought in by rail.

Over the years, Mr. Allen and his family (which included his wife, Eva, and their eight children) actually lived in six different houses in Allendale. First was the original frame house that came with the purchase of the property. It had eight brick chimneys, which were torn down, and the brick was used as a veneer on the frame house and stuccoed. The house was located at 3650 Foster Hill Drive.
3406 9th St N is the first house that Allen built for his family. Photo by Bill Stringer.

The second house, which was the first Allen built for the family, was located at 3406 9th St. N. (Euclid Blvd.). It was called the "Snow House" because it was so white. The family lived there for about a year, from 1924 to 1925.

The third Allen residence in Allendale Terrace is the gray granite house at 3800 9th St. N. (Euclid Blvd.), completed in 1925. The contemporay address for this beautiful home is now 3800 Foster Hill Drive N. The fourth house in Allendale Terrace occupied by the Allen family, built in 1928 and located at 944 39th Ave. N., was a large masonry, Spanish style home. The family lived here until 1947.

The fifth home was built in 1930 and was sold to a Mr. William Garrison. The Allens bought the house back in 1950. The address was 945 40th Avenue N.
The sixth and last house that Allen designed and built as Cade & Allen & Sons was 1020 41st Ave. N. Built in 1964 of pink and white marble imported from Georgia, the home was occupied by Cade and Eva until Cade’s passing in 1959. Eva continued to live in the house until 1966; she died in 1971.

In total, 74 homes were built in Allendale Terrace prior to World War II. Between the War and 1960, there were an additional 188 homes built, with another 50 homes built since then.
One of the advantages of living in Allendale Terrace is the fact that it is built on a rise, often referred to as "The Ridge", which puts the homes above the flood zone elevations, so residents are not required to purchase flood insurance. By comparison, other sought-after historic neighborhoods closer to the water, such as Old Northeast and Snell Isle—while lovely—would be evacuated in a severe storm, and residents there must purchase flood insurance.

Known for its giant oak trees and large estate homes, Allendale Terrace is considered by many to be the finest area of St. Petersburg that is not located on the water. The area spans from 34th Avenue North to 42nd Avenue North, between 7th Street and 8th Street (MLK). It also includes the area between 34th Avenue North and 58th Avenue North, from 9th Street (MLK) to Haines Road.

The Allendale Terrace Neighborhood Association was formed in 1968, according to its former president, Hardy Bryan, to protect property development rights. As a result, Allendale is one of the few neighborhoods in St. Petersburg where you will not find any apartments or stores within its boundaries. Although the association is not currently active, the neighborhood does have a well-known Crime Watch program. If you get a chance, take a drive or a stroll through the area to view some of the impressive and distinctive Code Allen homes. To connect with Allendale Terrace residents, log on to nextdoor.com (http://nextdoor.com).
Aerial view Google - 774 36th Ave
- House
Appendix B
Maps of Subject Property
Appendix C

Florida Master Site File Form 8PI00465
HISTORICAL STRUCTURE FORM
FLORIDA SITE FILE
Version 2.0 7/92

(formerly) James E. "Doc" Webb House

SITE NAMES (addr. if none)  774 36th Avenue N  [MULT. LIST. #8]  [SURVEY #]
SURVEY St. Petersburg Neighborhood Survey Phase V  [SURVEY #]
NATIONAL REGISTER CATEGORY  Xbuilding structure district site object

LOCATION IDENTIFICATION
ADDRESS (Include N,S,E,W; st., ave., etc.)  774 36th Avenue N
CROSS STREETS nearest/between  S side, between 7th & 9th Streets N
NEAREST CITY/TOWN  St. Petersburg  IN CURRENT CITY LIMITS  Xyes  no
COUNTY  Pinellas  TAX PARCEL #
SUBDIVISION NAME  Allendale Terrace  BLOCK  2  LOT NO. 11-14
OWNERSHIP  private-profit  privat-profit  X  privat-indiv  privat-unspecified  city  county  state  federal  unknown
NAME OF PUBLIC TRACT (e.g., park)
ROUTE TO

USGS 7.5' MAP NAME  St. Petersburg 1956 PR 1987
TOWNSHIP  31S  RANGE 17E  SECT.  7  1/4 NW  1/4-1/4 NW  IRREG. SECT.?  y  x  n
[UTM: ZONE 16 17  EASTING [ ] [ ] [ ] NORTING [ ] [ ] [ ] [ 0 ]]
PLAT OR OTHER MAP (Map's name, location)  F-20 Planning Department, Municipal Services Center One Fourth Street N, St. Petersburg, 33701

DESCRIPTION
STYLE  Neoclassical Revival  EXTERIOR PLAN  rectangular  NO. STORIES  2
STRUCTURAL SYSTEMS  wood frame
FOUNDATION: Types  continuous  Materials  concrete block
EXTERIOR FABRICS  wide clapboard
ROOF: Types  hip  Materials  composition shingles
Secondary struc. (dormers etc.)
CHIMNEY: No. 1 Materials  brick
WINDOWS (types, materials, and placements)  5/1 & 3/1 wood double-hung
LOCATIONS interior center
braces over entrance,
MAIN ENTRANCE (stylistic details)  elliptical fanlight & sidelights, balcony on triangular knee
PORCHES:  open 2  closed 2  incised 4  Locations front (N), side (E)
Porch roof types gable w pediment, 2 story fluted paired Ionic columns; gable, porte cochere
EXTERIOR ORNAMENT wood, flat eaves brackets

INTERIOR PLAN  unknown  CONDITION:  x excellent  good  fair  deteriorated  ruined
SURROUNDINGS (N-None, S-Some, M-Most, A-All or nearly all)  N commercial  A residential  N institutional  N rural
ANCILLARY FEATURES (No., type of outbuildings; major landscape features)  1 story garage, hip roof
@ SE of house; property is a full 4 lots in size w a decorative iron & painted brick fence across it
ARCHAEOLOGICAL REMAINS AT SITE  Archaeological form completed?  y  x  n (No-explain; yes-attach)
Artifacts or other remains  none observed

NARRATIVE  (E.g., description of interior, landscape, architecture, etc; please limit to 3 lines and attach full statement on separate sheet)
This house was built at an unknown date, likely around 1925, and it was moved one lot west by "Doc" Webb in 1935. The porte cochere was built and the front porch rebuilt in 1935 too, it appears. A garage addition and second floor expansion of the house were finished in 1957. The rear yard received a screened porch and pool house, pool and fallout shelter in 1960. Interior remodeling was done in 1975, and a detached greenhouse in 1978.

HRS104666-93 Florida Site File, Div. of Historical Resources,Gray Bldg.500 S Brough, Tallahassee, FL 32399-0150/904-487-1299/Sacom 277-2199
CONSTRUCTION DATE 1925  CIRCA  Xyes  _no
ARCHITECT: (last name first)  unknown, or none
BUILDER: (last name first)  unknown
MOVES  Xyes  _no  Dates 1935  Orig.addr. moved W from Lot 14 to Lot 13, int. remo
ALTERATIONS Xyes  _no  Dates 1935 57 75  Nature rebuilt ent., portico, interior work, compre
ADDITIONS Xyes  _no  Dates 1935 57 60 78 Nature porte cochere, garage/2nd fl. addns., rear
ORIGINAL USES (give dates)  private residence  porch/pool/pool house/fallout shelter
INTERMEDIATE USES (give dates)  private residence  greenhouse
PRESENT USES (give dates)  private residence

OWNERSHIP HISTORY (especially original owner) The owner in 1935 was James E. Webb, who
owned the property until the late 1960s or early 1970s. The owners in the 1970s were Dr.
and Mrs. Richard Perry (Anne).

Potentially elig. for local designation?  Xyes  _no  insuff. info  Local Designation Category D
Individually elig. for Nat. Register?  _yes  _no  insuff. info
Potential contributor to NR district?  _yes  _no  insuff. info

HISTORICAL ASSOCIATIONS (ethnic heritage, etc.) Architecture and Construction; Commerce

EXPLANATION OF EVALUATION (required; limit to three lines; attach full statement on separate sheet)
One of St. Petersburg's best-known tourist attractions was Webb's City, and this was
the home of its founder, "Doc" Webb. James E. Webb owned the property for well over
thirty years. The Neoclassical Revival style house from circa 1925 is significant in
its own right, apart from its associations with Webb, and contributes to the overall
architectural significance of the Allendale neighborhood.

BIBLIOGRAPHIC REFERENCES (Author, date, title, publication information. If unpublished,
give F. S. M. Manuscript Number, or location where available) Plat, Zoning and House Numbers Maps
Aerial Maps--Planning Dept. and Engineering Dept. Property Cards--Construction Services
Dept. City of St. Petersburg. Construction Information from Property Appraiser, Pinellas
County.

PHOTOGRAPHS (REQUIRED) B&W print(s) at least 3 x 5, at least one main facade. Label the
back of the print with the F.S. M. site number (site name if not available), direction and date of
photograph: use pencil. Attach to back of the second to last page with a plastic or coated clip.
Location of negatives/neg. nos. City of St. Petersburg/96-7-30

NAME (last first)/ADDR/PHONE/AFFILIATION Kitchen, Judith L., Architectural Historian
c/o City of St. Petersburg, Planning Department, PO Box 2842, 33731. (813) 893-7153


REQUIRED:
(1) USGS MAP WITH STRUCTURE PINPOINTED
(2) LARGE SCALE STREET OR PLAT MAP
(3) PHOTO OF MAIN FACADE, PREFER B&W, AT LEAST 3X5
Allendale Terrace Subdivision
St. Petersburg, Florida

Approximate scale 1 inch = 400 feet
FLORIDA MASTER SITE FILE
Site Inventory Form

Site Name: Residence  830==
Survey Date: 7806  820==

Instruction for locating (or address): 774 36th Avenue N.
St. Petersburg, Fl. 33704  813==

Location: Almandale Terrace 1 2 / 12 13, 14 868==

County: Pinellas  808==

Owner of Site: Name: Perry, Richard E. and Anne P.
Address: 744 36th Avenue N.
St. Petersburg, Fl. 33704  902==

Occupant, Tenant, or Manager:
Name: 904==

Type of Ownership: private  848==
Recording Date: 832==

Recorder:
Name & Title: Davies, Doug and Lucio, Margaret, Historic Researchers
Address: 205 Ninth Street N.
St. Petersburg, Fl. 33701  818==

Condition of Site:
Check one
□ Excellent 863==
□ Good 863==
□ Fair 863==
□ Deteriorated 863==

Integrity of Site:
Check one or more
□ Altered 858==
□ Unaltered 858==
□ Original Site 858==
□ Restored ( ) Date: ( ) 858==
□ Moved ( ) Date: ( ) 858==

Original Use: Private Residence 838==
Present Use: Private Residence 850==
Dates: Beginning +1925 844==
Culture/Phase: American 840==
Developmental Stage: 20th Century 842==

NR Classification Category: Building 916==

Threats to Site:
Check one or more
□ Zoning ( ) ( ) 878==
□ Development ( ) ( ) 878==
□ Deterioration ( ) ( ) 878==
□ Borrowing ( ) ( ) 878==
□ Other (See Remarks below) 878==
□ Transportation ( ) ( ) 878==
□ Fill ( ) ( ) 878==
□ Drudge ( ) ( ) 878==

Areas of Significance: Historical, Architectural 910==

Significance: See Attached Statement of Significance

Photographic Record Numbers AL - 06 - 08.09 860==
ARCHITECT

BUILDER

STYLE AND/OR MODE Federal

PLAN TYPE rectangular

EXTERIOR FABRIC(S) wood clapboard

STRUCTURAL SYSTEM(S) frame

FOUNDATION: continuous footing

ROOF TYPE: hip/gable

SECONDARY ROOF STRUCTURE(S):

CHIMNEY LOCATION: interior/ rear slope

WINDOW TYPE: DHS 5/1

CHIMNEY: stucco

ROOF SURFACING: composition shingle

INTERIOR WALLS: plaster

ORNAMENT INTERIOR:

ORNAMENT EXTERIOR: Ionic columns

NO. OF CHIMNEYS 2 952== NO. OF STORIES 2 950==

OTHER (SPECIFY)

Map Reference (incl. scale & date) 809==

Latitude and Longitude: 800==

LOCATION SKETCH OR MAP

<table>
<thead>
<tr>
<th>Township</th>
<th>Range</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>812==</td>
</tr>
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</table>

UTM Coordinates;

<table>
<thead>
<tr>
<th>Zone</th>
<th>Easting</th>
<th>Northing</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>890==</td>
<td></td>
</tr>
</tbody>
</table>

Contact Print
Statement of Significance (use continuation sheet if necessary)

James E. "Doc" Webb resided at this location. Born in 1899, Webb came to St. Petersburg in 1925 and opened a 17' x 28' drugstore at the corner of Ninth Street and Second Avenue South. From those humble beginnings, Webb, through his unique and ingenious methods of promotion and salesmanship built an empire that at its peak saw 40,000 people shop daily at 77 individual departments and bring in $30 million annually. Indeed Webb's City can actually be considered St. Petersburg's first "shopping center".

Shortly after Webb arrived in St. Petersburg, he bought out one competitor after another and gradually and steadily added one department after another thereby enlarging his original tiny drug store into a large department store complex. Department was added to department and soon Webb was selling almost everything in his "shopping center", including groceries, clothing, electrical supplies and household appliances, hardware, baked goods, luggage, photographic supplies, and of course, drugs. Webb's City also had a floral shop, beauty salon, barber shop, gift shop, coffee shop, travel bureau, numerous soda fountains and a cafeteria where thousands ate daily. Webb's City became known as "The Worlds Most Unusual Drug Store."

Shortly after Webb founded his drugstore back in 1925, the St. Petersburg land and building boom broke, but with different publicity stunts daily, continuous bargains and much newspaper advertising, "Doc" made money while most other merchants lost it. Merchants fought back at Webb but he was always a step ahead of his competitor by either cutting prices or promoting different shows and gimmicks. "Doc" was particularly noted for his gimmicks and shows as he established Webb's City on the principle that excited crowds meant money in the till and he was right as year after year his store was enlarged to take care of the increasing throng of customers.

Feature writers from nationally known magazines and newspapers spread the fame of Webb's City throughout the country. They gave the store and St. Petersburg, as well, millions of dollars worth of publicity. As a result many thousands of winter visitors to Florida stopped in St. Petersburg to see what Webb's City was all about; few were disappointed.

Webb's various publicity stunts included selling dollar bills for $.89 and then buying them back for $1.35, giving away two packs of cigarettes after his competitor had given away one pack; dancing on a counter to promote his vitamins; and most famous of all, developing his "Foster Girls", pageant beauties handpicked by "Doc" to represent him and the store in tours and shows. Also part of the entertainment were live animal acts, carnivals and circus acts in the parking lots and a mermaid show.

His many bargains included selling butter for $.19 a pound when elsewhere it sold for $.79 a pound; selling tires for $9.95 when others were selling them for double that price; selling $2.95 spray guns which he obtained for $.10 each for $.69; and most famous and successful of all his bargains Webb offered a three cent breakfast during the Depression which consisted of one egg, three slices of bacon, three slices of toast and hominy 911=}
grits with ham gravy.

Webb was not merely a showman - he was also a very shrewd businessman. He was able to offer good bargains because he purchased so many car-loads and truck loads of merchandise in cash directly from wholesalers and manufacturers. Because of his volume purchases from manufacturers and wholesalers, which made them quite dependent upon him, Webb could almost insist on getting the first chance to either buy or refuse anything they had to offer.

As the years passed, the downtown area began to decline and Webb's City suffered as a result. Finally in 1974, almost 50 years after he found Webb's City as a tiny drug store, "Doc" Webb sold his controlling interest in the store to a Texas business firm. Today he lives in retirement in a condominium.


Appendix D
Buildable Lot Letter
BUILDABLE LOT LETTER

Application No. 18-40000061

Request Letter for 4 platted conforming lots

Buildable lot letters identify the buildable status of any platted lot or parcel. When a parcel is under common ownership and consists of more than one lot of record, a survey of all lots is required, if there are structures to remain on any of the lots. All applications are to be filled out completely and correctly. Applications are submitted to the City of St. Petersburg’s Development Review Services Division, located on the 1st floor of the Municipal Services Building, One 4th Street North, St. Petersburg, Florida.

<table>
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<tbody>
<tr>
<td>NAME of APPLICANT (Property Owner): MERRILL KING</td>
</tr>
<tr>
<td>Street Address: 774 36th Ave North</td>
</tr>
<tr>
<td>City, State, Zip: ST Pete 33704 1246</td>
</tr>
<tr>
<td>Telephone No: 727-688-2151 Email Address: <a href="mailto:merrillkg@aol.com">merrillkg@aol.com</a></td>
</tr>
<tr>
<td>NAME of AGENT or REPRESENTATIVE: J. DENNIS JOHNSON, JR.</td>
</tr>
<tr>
<td>Street Address: 1021 S. Clearview Ave</td>
</tr>
<tr>
<td>City, State, Zip: TAMPA FL 33629</td>
</tr>
<tr>
<td>Telephone No: 813-244-2600 Email Address: <a href="mailto:johndillon@tampabay.com">johndillon@tampabay.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROPERTY INFORMATION:</th>
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<tbody>
<tr>
<td>Street Address or General Location: 774 36th Ave North</td>
</tr>
<tr>
<td>Parcel ID#: 07-31-17-005-002-0110</td>
</tr>
<tr>
<td>Indicate if there are any structures to remain: All structures to be demolished</td>
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<table>
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<tr>
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<tr>
<td>The fee for a buildable lot letter: $40.00; Cash, credit, checks made payable to “City of St. Petersburg”</td>
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<table>
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<th>AUTHORIZATION</th>
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<tbody>
<tr>
<td>Signature of Owner / Agent*: [Signature] Date: 8-21-18</td>
</tr>
<tr>
<td>*Affidavit to Authorize Agent required, if signed by Agent</td>
</tr>
</tbody>
</table>

FOR OFFICE USE ONLY – DO NOT WRITE BELOW LINE

Based upon the property card, property deed, parcel ID number (PIN), and the survey provided by the applicant, the subject property IS NOT buildable for a single family home and accessory dwelling unit. Lots 11, 12, 13, and 14 are each individually buildable.

This determination is effective as of the date of this letter, and is subject to change upon any future amendment to the Land Development Regulations. Future development on the subject parcel shall be subject to all applicable codes at time of permitting, including, but not limited to, Land Development Regulations and Building and Life Safety codes.

Conditions of Approval: All existing structures must be demolished for all four lots to be buildable.

Signature of Designated City Staff: [Signature] Date: 8/31/18

Jaime T. Jones

City of St. Petersburg – One 4th Street North – PO Box 2842 – St. Petersburg, FL 33731-2842 – (727) 893-7471

Updated 09-30-16
City of St. Petersburg, Florida
*** CUSTOMER RECEIPT ***

Oper: TUDELCE  Type: CC  Drawer: 1
Date: 6/31/18  01  Receipt no: 1008457

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<td>40000051</td>
<td>$40.00</td>
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** PZ **

Trans number: 21287059

Trans number: 21287061

Tender detail

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<td>Total payment</td>
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</table>

Trans date: 6/31/18  Time: 15:23:29

*** THANK YOU FOR YOUR PAYMENT***

CENTRAL CASHIERS
325 CENTRAL AVE
ST PETERSBURG, FL 33701

08.31.2018  15:23:09

CREDIT CARD
AMEX SALE

Card #    X00000000001002
SEQ #: 42
Batch #: 231
INVOICE 42
Approval Code: 129103
Entry Method: Manual
Mode: Online

SALE AMOUNT $42.00

CUSTOMER COPY
The following page(s) contain the backup material for Agenda Item: Designation of the Wilmarth Apartments / Holiday Motel, located at 415 24th Avenue North and 2436 4th Street North, as an individually-listed Local Historic Landmark.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL  
Meeting of May 2, 2019

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

SUBJECT: Third party-initiated Historic Landmark Designation of the Wilmarth Apartments, located at 415 24th Avenue North and 2436 4th Street North (City File 19-90300001).

An analysis of the request is provided in the attached Staff Report.

REQUEST: The request is to list the Wilmarth Apartments as a local historic landmark in the St. Petersburg Register of Historic Places.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On April 9, 2019, the Community Planning and Preservation Commission held a public hearing on this matter and voted two (2) to four (4) against recommending the designation to Council.

Recommended City Council Action: 1) CONDUCT the first reading of the attached proposed ordinance; AND 2) SET the second reading and quasi-judicial public hearing for May 9, 2019.

Attachments: Ordinance, Staff Report to the CPPC, Designation Application
ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE WILMARTH APARTMENTS, LOCATED AT 415 24TH AVENUE NORTH AND 2436 4TH STREET NORTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Wilmarth Apartments - today commonly known as the Holiday Motel - a resource which is recognized for its significance in the areas of Community Planning and Development, Commerce/Transportation, and Architecture, meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Wilmarth Apartments meet the following criteria:

(a) Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation;
and

(e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

SECTION 2. The City Council finds that the Wilmarth Apartments meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

(a) Location. The place where the historic property was constructed or the place where the historic event occurred;
(b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
(c) Setting. The physical environment of a historic property;
(d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property; and
(e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.

SECTION 3. The Wilmarth Apartments, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
The official boundary of the local landmark designation shall encompass the entire parcels, generally described as Caruthers Sub 2nd Lots 1, 2, 11 & 12.

SECTION 4. This ordinance, having been heard at a duly noticed quasi-judicial public hearing, shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (or Designee)

Planning and Development Services Department

Date

Date
STAFF REPORT
COMMUNITY PLANNING AND PRESERVATION COMMISSION
REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

For public hearing and recommendation to City Council on April 9, 2019 beginning at 2:00 P.M., Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida.

According to Planning and Development Services Department records, no commission member resides or has a place of business within 2,000 feet of the subject property. All possible conflicts should be declared upon the announcement of the item.

CASE NUMBER: HPC 19-90300001
STREET ADDRESS: 415 24th Avenue North / 2436 4th Street North, St. Petersburg
LANDMARK NAME: Wilmarth Apartments
COMMON NAME: Holiday Motel
OWNERS: Ramnarace Jagdeo and Marva M. Jagdeo
APPLICANT: Emily Kleinc Elwyn on behalf of Preserve the ‘Burg, Inc.
REQUEST: Designation of the Wilmarth Apartments as a local historic landmark to be listed in the St. Petersburg Register of Historic Places
Contents
Overview and Findings.................................................................................................................. 1
  Summary: Wilmarth Apartments / Holiday Motel ...................................................................... 1
Property Owner Consent and Impact of Designation...................................................................... 1
Consistency with St. Petersburg's Comprehensive Plan, Existing Land Use Plan, and Future Land
Use Plan .......................................................................................................................................... 3
Recommendation............................................................................................................................. 4

Appendices
Appendix A  Application for Local Historic Landmark Designation
Appendix B  Letter to Property Owners from City Staff
Appendix C  Florida Master Site Files 8PI06133, 8PI06134, and 8PI06135
Appendix D  Maps of Subject Property and Proposed Boundaries
OVERVIEW AND FINDINGS

Following a Mayor’s Historic Preservation Summit in 2006, the Holiday Motel (historically known as the Wilmarth Apartments and referred to herein as “the subject property”) was included in a list of properties that had been identified as potentially eligible for listing as local historic landmarks. As such, and per City Code section 16.30.070.2.11, Identification of potentially eligible landmarks which are not locally designated, a 30-day hold was applied to demolition permits 18-11001035, 18-12001186, and 18-12001184, which were filed on January 4, 2019.

On February 4, 2019, a local historic landmark designation application (Appendix A) was submitted for the Wilmarth Apartments, commonly known as the Holiday Motel (“the subject property”) by Emily Kleine Elwyn on behalf of Preserve the ‘Burg, Inc. Staff determined the application’s completeness. Because the application was filed by a third party, a Certified Mail Receipt showing the delivery of a copy of an application was provided to staff by the applicant as part of the required application submittals. A copy of the application, accompanied by a letter describing the designation process, was also sent to the property owners by city staff on February 12 (Appendix B).

The application, which includes information generated by the Urban Planning and Historic Preservation Division, appropriately evaluates the subject property, its contextual history, and extant conditions. Staff concurs with the applicant’s assertion that the subject property is eligible for inclusion in the St. Petersburg Register of Historic Places as a local historic landmark.

Summary: Wilmarth Apartments / Holiday Motel

Property Name (Current/Common): Holiday Motel
Alternative Historic Name: Wilmarth Apartments
Date of Construction: Circa 1922, 1936, 1939, and 1940
Period of Significance: 1922 through 1960
Predominant Architectural Style: Minimal Traditional
Architect/Builder: L.E. Wilmarth
Criteria for Landmark Eligibility (Application): A, E
Criteria for Landmark Eligibility (Staff Recommendation): A, E
Areas of Significance:
  Community Planning and Development
  Commerce/Transportation
  Architecture
  Location, Design, Setting, Materials,
  Workmanship, and Feeling

Retention of Historic Integrity:

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the evaluation to determine eligibility for the St. Petersburg Register of Historic Places examines a resource’s historic significance with relation to nine criteria. One or
more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service’s criteria for listing in the National Register of Historic Places, and are designed to assess resources’ importance in a given historic context with objectivity and comprehensiveness.

In the case of the subject property, the applicant proposes that the property be designated under criteria A and E for its significance in the areas of Community Planning and Design, Commerce/Transportation, and Architecture. Staff concurs that the property satisfies the St. Petersburg Register criteria as follows:

<table>
<thead>
<tr>
<th></th>
<th>Is at least one of the following criteria for eligibility met?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>A Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.</td>
</tr>
<tr>
<td>No</td>
<td>B Its location is the site of a significant local, state, or national event.</td>
</tr>
<tr>
<td>No</td>
<td>C It is identified with a person who significantly contributed to the development of the city, state or nation.</td>
</tr>
<tr>
<td>No</td>
<td>D It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation.</td>
</tr>
<tr>
<td>Yes</td>
<td>E Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.</td>
</tr>
<tr>
<td>No</td>
<td>F It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.</td>
</tr>
<tr>
<td>No</td>
<td>G Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.</td>
</tr>
<tr>
<td>No</td>
<td>H Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.</td>
</tr>
<tr>
<td>No</td>
<td>I It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation.</td>
</tr>
</tbody>
</table>

As noted in the application, the subject property represents an interesting moment in the transition between the downtown hotels that welcomed winter tourists and residents during the 1920s, and the vehicle-centric motels that would become iconic of Florida’s postwar roadside tourism culture. Small clusters of cottages – generally owned and operated by a family who lived on-site, as appears to be the case of the subject property – provided travelers with an easy place to stop as well as an opportunity for business ownership for their proprietors. Having served as the primary road into St. Petersburg from Tampa and beyond during the early- and mid-twentieth century, 4th St. N. once offered a host of examples of roadside architecture. The subject property
is one of the few remaining – and most intact – examples of the cottage typology of the American motel.

The subject property has also previously been recorded as significant and/or eligible for listing in the St. Petersburg Register of Historic Places in the course of citywide and neighborhood historic resource surveys, as discussed in the attached Florida Master Site File form (Appendix C).

Historic Integrity
Under the second part of the two-part assessment of eligibility for designation as a historic landscape, staff finds that the subject property retains integrity in six of seven given criteria, surpassing the requirement of one or more.

<table>
<thead>
<tr>
<th>Location</th>
<th>Design</th>
<th>Setting</th>
<th>Materials</th>
<th>Workmanship</th>
<th>Feeling*</th>
<th>Association*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

*Must be present in addition to at least one other factor.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION
The application for the proposed local landmark designation was submitted by a third party. Opposition to the designation has been expressed by the owners.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, some relief from the requirements of the Florida Building Code and FEMA regulations, and tax incentives, such as the local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects. The designation of historic landmarks protects and enhances the St. Petersburg’s historic character, fulfills the City’s goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

CONSISTENCY WITH ST. PETERSBURG’S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN
The proposed local historic landmark designation is consistent with the City’s Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

Objective LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.
Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:

- National Register or DOE status
- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

RECOMMENDATION

Staff recommends approval of the request to designate the Wilmarth Apartments/Holiday Motel as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.
Appendix A
Application for Local Historic Landmark Designation
February 4, 2019

Mr Ramanarce Jagdo
Ms Marva M Jagdeo
4000 12th Street NE
St Petersburg, FL 33703

RE: Wilmarth Apartments/Holiday Motel

Please find attached a copy of the Local Landmark Designation Application for the Holiday Motel.

Preserve the Burg believes in working with the community and property owners whenever possible and welcomes a discussion of potential adaptive reuse opportunities for the property.

Regards,

Emily Elwyn
Architectural Historian and Historic Preservationist
Board President
Preserve the ‘Burg
Local Landmark
Designation Application

1. NAME AND LOCATION OF PROPERTY

historic name: Wilmarth Apartments
other names/site number: Holiday Motel
address: 2414, 2416, 2418, 2420, 2422, 2424 4th St N, 415 24TH AVE N
historic address:

2. PROPERTY OWNER(S) NAME AND ADDRESS

JAGDEO, RAMNARACE
JAGDEO, MARVA M

name
street and number: 4000 12TH ST NE
city or town: St. Petersburg
state: FL
zip code: 33703
phone number (h) ___________________________ (w) ___________________________ e-mail ___________________________

3. NOMINATION PREPARED BY

name/title: Emily Kleine Elwyn, MHP
organization: Preserve the Burg, Inc.
street and number: P.O. Box 838
city or town: St. Petersburg
state: FL
zip code: 33731
phone number (h) ___________________________ (w) 515-4509 e-mail eelwyn@mac.com
date prepared: 8/24/2010 signature ___________________________

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

SEE CONTINUATION SHEET.

5. GEOGRAPHICAL DATA

acreage of property ___________________________
Wilmarth Apartments/Holiday Motel
Name of Property

6. FUNCTION OR USE

<table>
<thead>
<tr>
<th>Historic Functions</th>
<th>Current Functions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential/multi-family</td>
<td>Commercial/Motel</td>
</tr>
<tr>
<td>Residential/hotel, motel</td>
<td></td>
</tr>
</tbody>
</table>

7. DESCRIPTION

Architectural Classification
(See Appendix A for list)

<table>
<thead>
<tr>
<th>Minimal Traditional</th>
<th>Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadside Architecture/cottage motel</td>
<td>Wood</td>
</tr>
<tr>
<td></td>
<td>Concrete block</td>
</tr>
<tr>
<td></td>
<td>Asbestos shingles</td>
</tr>
</tbody>
</table>

Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

<table>
<thead>
<tr>
<th>Contributing</th>
<th>Noncontributing</th>
<th>Resource Type</th>
<th>Number of multiple property listings</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td></td>
<td>Buildings</td>
<td>contributing resources previously listed on the National Register or Local Register</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Sites</td>
<td>FMSF PI-6134</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Structures</td>
<td>historic garages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Objects</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>
Holidaty Motel/Wilmarth Apartments
Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance
(mark one or more boxes for the appropriate criteria)

☒ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.

☐ Its location is the site of a significant local, state, or national event.

☐ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.

☐ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.

☒ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

☐ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

☐ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.

☐ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

☐ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Areas of Significance
(see Attachment B for detailed list of categories)

Community Planning and Development

Commerce/Transportation

Architecture

Period of Significance
1922-1960

Significant Dates (date constructed & altered)
1922, 1936, 1940

Significant Person(s)

Cultural Affiliation/Historic Period

Builder

Architect

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known. Please use parenthetical notations, footnotes or endnotes for citations of work used.)
St. Petersburg Landmark Designation Application

Name of Property: Wilmarth Apartments/Holiday Motel

BOUNDARY DESCRIPTION AND JUSTIFICATION

Parcel ID: 07-31-17-13884-000-D110 / 07-31-17-13884-000-D010

PHYSICAL DESCRIPTION

The Holiday Motel is a variation of the duplex cottages that were common throughout the United States in the 1930s. In motor courts with duplex cottages, each small building would consist of two units of mirrored layouts, generally with individual doors at the façade’s center opening onto a shared front porch. In the case of the Holiday Motel, each of the buildings features three pairs of units, for a total of six apartments per building, a total of 18 in all. A rhythm of elements arranged in triplicate permeates the overall design of the buildings.

The Holiday Motel buildings are Minimal Traditional in style, with their small overhangs, spare ornamentation, and simple footprints. They are covered in asbestos siding with side-gabled roofs clad in diamond-shaped asphalt shingles. The buildings rest on continuous concrete foundations. Each front porch is sheltered by a front-gabled projection of the roof with a louvered vent and simple wooden posts and railing. Above each porch roof, within the roofs’ turf, rises a red brick chimney. Three-over-one double-hung wood sash windows are arranged in tripartite units at the buildings’ façades. Dwelling units are accessed via individual single-action paneled wood doors with tripartite vision lights. Each unit occupies the full depth of its building and spans the width of its door and one tripartite unit of windows. Since the units are arranged in mirrored pairs, the space between each front porch is occupied by two window units. The strict rhythm of fenestration serves not only to enhance the impression of tidiness that early motel owners sought to project, but breaks the long stretch of dwellings into sections, resulting in a pedestrian-friendly, human scale. The buildings’ side and rear elevations are utilitarian, with single three-over-one windows and rear doors opening onto simple concrete stoops.

Behind the motel buildings, at the southwestern corner of the parcel, the manager’s cottage faces 24th Avenue North. The manager’s cottage is a simple Frame Vernacular cross-gabled one-story residence with replacement sash windows, a flat-roofed rear addition, and an enclosed front porch.

Shed-roofed wood-framed carports with asphalt panel siding line the remainder of the parcel’s western edge, the stalls accessed by an asphalt driveway that runs between them and the motel buildings. The carports appear to have been constructed concurrently with the motel buildings.
St. Petersburg Landmark Designation Application

Name of Property  Wilmarth Apartments/Holiday Motel

Page 2

SETTING

Along the busy commercial thoroughfare of 4th Street North, the Holiday Motel is one of many structures catering the needs of the automobile oriented culture. Although many of the early roadside conveniences and attractions have been demolished and replaces with new commercial strip centers, many early 20th Century structures remain intact.

STATEMENT OF SIGNIFICANCE

Historical Context

The Holiday Motel, located at 2400 Fourth Street North, comprises three nearly identical court-style motel buildings, each of which contains six units, as well as a single family residential building which historically housed the manager, and three car port structures. The motel buildings were constructed in phases between 1936 and 1940. Based on evidence from historic Sanborn Fire Insurance Maps, it appears that the single family residence that served as the managers' cottage was constructed in the early 1920s. The house originally sat near the corner of Fourth Street North and 25th Avenue North but was relocated to face 24th Avenue North in 1940 when the final block of apartments was constructed.

The motel buildings were constructed by Mr. and Mrs. L.E. Wilmarth, who operated the business until 1953. During their tenure the site was known as the Wilmarth Apartments. Although few biographical details about the Wilmarths are known, the structures they built are representative of a period dubbed the "Mom-and-Pop Enterprise" era of motels. During the 1930s and 1940s, there was an increasing demand for roadside lodging as automobile tourism grew, and it was often individually or family-run businesses that met this need by constructing modest cabin-style motels along major corridors. At the time of the Holiday Motel's construction, Fourth Street served as the primary road by which St. Petersburg was accessed from the north and the neighboring city of Tampa. Less expensive than traditional hotels, motels on the fringes of downtowns were additionally attractive to tourists and winter residents during the economic hardships of the Great Depression. The choice of the name "Wilmarth Apartments" (rather than Motel) suggests that many early patrons were seasonal residents. The choice of apartment over motel also followed the national trend. As the number of roadside accommodations grew, visual imagery became an increasingly important factor in enticing guests to stay the night. Domestic architecture inspired most of the early tourist cottages and the sites often took on the look of "tiny villages of miniature cottages" replete with landscaping of
St. Petersburg Landmark Designation Application

Name of Property: Wilmarth Apartments/Holiday Motel

Trellises, floral plantings, and lawn furniture. Originally, nearly all units were freestanding. A freestanding unit more convincingly represented the concept of home, if only for a single night.

The motel buildings' small setback from Fourth Street North, with covered parking at the rear of the parcel, is somewhat unique for motels, which tended to feature parking at their façades or surround courtyards. This is possibly a reflection of the motel's proximity to St. Petersburg's already well-established central business district as Fourth Street North transitioned to a more heavily-trafficked long-distance corridor during the mid-twentieth century. By the mid-1950s a large number of motels would line Fourth Street North joining the Holiday Motel in vying for tourists' business.

Significance

The Holiday Motel was first evaluated in 1995 as part of the St. Petersburg Historical Resource Survey project, at which point it was considered to be individually eligible for both local and National Register Designation, as well as potentially contributing to a National Register district for its unique representation of the early roadside motel. In 2006, the property was included in a list of St. Petersburg's Certified List of Potentially Eligible Properties as the result of a Historic Preservation Summit. The Holiday Motel's historic significance is derived from its satisfaction of National Register Criteria A (association with an important past event or trend) and C (representation of distinctive architecture or technology).

Architecture

(1) It has distinguishing characteristics of an architectural style valuable for the sturdy of a period, method or construction of use of indigenous materials.

Community Planning and Development

(1) Its character is a geographically definable area possessing a significant concentration or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
St. Petersburg Landmark Designation Application

Name of Property: Wilmarth Apartments/Holiday Motel

(2) Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation.

INTEGRITY

Integrity is generally measured in terms of location, design, setting, materials, workmanship, feeling, and association. When determining integrity, the buildings' present conditions are compared to their appearance between 1940, when the final phase of motel construction was completed, and 1953, when the Wilmarth family sold the property to Harlan Gregory and the name was changed. Overall, Wilmarth Apartments/Holiday Motel retains five of these aspects of integrity to a high degree. The buildings' location remain unchanged, and all structures associated with their operation as a motel, including the carports and manager's cottage, have been retained.

As noted above, the manager's cottage was moved from its original location facing 4th Street N. at the northern end of the parcel to its present location facing 24th Avenue N. in 1940. However, this move was coordinated by the Wilmarth family in order to make room for the final phase of the motel's construction, making its new location historic because of its relationship with the site's use as a motel. The buildings' design, likewise, has changed little over time. When present conditions are compared to the historic postcard, it is clear that the motel's overall appearance, with its side-gabled, cottage-like massing broken by the careful rhythm of elements applied in triplicate has been retained. The sheltered, rear parking and manager's cottage in close proximity are other aspects of the business that were clearly intentional decisions made by the Wilmarths that have remained intact.

Sources Consulted


City of St. Petersburg, property cards

Hinder, Kimberly “Wilmarth Apartments/Holiday Motel” City of St Petersburg, Department of Planning and Historic Preservation file.

National Park Service, United Stated Department of the Interior, National Register of Historic Places Program.


GREGORYS BUY WILMARTH APARTMENTS—
This property which fills the west side of 4th St. N.
from 24th to 25th Aves., the Wilmarth Apartments, has
been sold by the original developer to Mr. and Mrs.
Harlan Gregory of St. Petersburg. It consists of 18
apartment units in three building, covered parking, and
manager’s cottage, fronting 4th St. for 270 feet. The
Gregorys are planning to continue manager operation,
and undertake a re-furnishing and improvement
program.

The sellers are Mr. and Mrs. L. E. Wilmarth—the
people built the units in 1939 and 1940. The property
was sold through Realtor Robert H. Engle at approxi-
mately $75,000, including furnishings and equipment.

Clipped By:

Janet
Feb 16, 2018

Copyright StreetSquarers.com. All Rights Reserved.
City of St. Petersburg, Florida
*** CUSTOMER RECEIPT ***
Oper: ACKILLEA Type: CC Drawer: 1
Date: 2/05/19 01 Receipt no: 379390

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<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>90300001</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

Trans number: 21879234

Tender detail
- CK CHECK 151 $200.00
- Total tendered $200.00
- Total payment $200.00

Trans date: 2/04/19 Time: 15:46:41

*** THANK YOU FOR YOUR PAYMENT ***
Appendix B

Letter to Property Owners from City Staff
February 12, 2019

Ramnarace Jagdeo
Marva M. Jagdeo
4000 12th St. N.E.
St. Petersburg, FL 33703-5222

Re: St. Petersburg Register of Historic Places Designation Application
City File 19-90300001 for Wilmarth Apartments/Holiday Motel, 2436 4th St. N./415 24th Ave. N.

Mr. and Ms. Jagdeo:

Preserve the 'Burg recently submitted an application to initiate local historic landmark designation for the property at 2436 4th St. N./415 24th Ave. N., suggesting its satisfaction of the following criteria:

a) Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation; and

e) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.

The proposed designation boundary contains the entirety of parcels 07-31-17-13806-000-0010 and 07-31-17-13824-000-0110.

The City is now proceeding with the designation process for the Wilmarth Apartments/Holiday Motel in accordance with St. Petersburg’s City Code Section 16.30.070. Under the City’s Historic and Archaeological Preservation Overlay, a private application for designation can be filed by any citizen. A copy of the local historic landmark designation application is enclosed for your information.

This letter is being sent to ensure that you are aware of this application, and to offer the City’s resources and assistance with any questions you may have about the designation process or effects. An important component of the review of applications for local historic designation involves the existence or absence of owner support for designation. Your expression of support or opposition, as well as any other written materials you may submit, shall be included in the City staff report that will be prepared for the Community Planning and Preservation Commission (CPPC). A copy of the staff report will be provided to you as the owner, and to the applicant, prior to the CPPC meeting. The report will include a recommendation from City Administration based on criteria for designation of local historic landmarks established by City Code. Certain variances required to assist in the rehabilitation and long-term preservation of the property will also be considered at this hearing.
This item is tentatively scheduled to be heard at the CPPC hearing of April 9, 2019 beginning at 2:00 P.M. at City Hall, 175 5th St. N. You will have an opportunity to address the Commission regarding your support or opposition to the application. If the CPPC approves the application, administration will recommend that City Council consider the application at a public hearing the following month. You will be notified of the time and date of that hearing and able to address Council at this meeting, as well.

If the property is designated as a local historic landmark, a Certificate of Appropriateness (COA) will be required from the Division of Urban Planning and Historic Preservation before a permit is issued for exterior alterations, additions, demolitions, or the relocation of the building. Designation will also create the opportunity for certain economic and developmental incentives, including a possible path to adaptive reuse, and a local Ad Valorem Rehabilitation Tax Exemption.

We look forward to working with you during the designation process. Please contact Laura Duvekot at 727.892.5451 or laura.duvekot@stpete.org if you have any questions or comments regarding the application for the designation of the Wilmarth Apartments/Holiday Motel as a local historic landmark.

Sincerely,

Laura Duvekot, Historic Preservationist II
Urban Planning and Historic Preservation Division
Planning and Development Services Department

cc: Derek Kilborn, Manager, Urban Planning and Historic Preservation
Appendix C
Florida Master Site Files
SITE NAMES (addr. if name) 2403-2418 4TH ST N. [MULT. LIST. #8] [SURVEY #]
SURVEY ST. PETERSBURG HISTORICAL RESOURCE SURVEY 1995
NATIONAL REGISTER CATEGORY X building _ structure _ district _ site _ object

LOCATION & IDENTIFICATION

ADDRESS (Include N,S,E,W; st., ave., etc.) 2403 2404, 2406, 2408, 2410, 2412 4TH ST N.
CROSS STREETS nearest/between 24TH AVE N.; 26TH AVE N.
NEAREST CITY/TOWN: ST. PETERSBURG, FLORIDA IN CURRENT CITY LIMITS Xyes _ no
COUNTY PINELLS COUNTY TAX PARCEL #
SUBDIVISION NAME CARLEHETS 2ND SUB BLOCK LOT NO. 11,12
OWNERSHIP Xprivate-profit _ prii-nonprofit _ priv-indiv _ priv-unspecified _ city _ county _ state _ federal _ unknown
NAME OF PUBLIC TRACT (e.g., park)
ROUTE TO

MAPS

USGS 7.5' MAP NAME ST. PETERSBURG 1956 PB 1987
TOWNSHIP 18S RANGE 12E SECT. 41/4 1/4-1/4 IRREG. SECT. y n
[UTM: ZONE 16 17 EASTING 1111111111111 NORTHING 1111111111111]
PLAT OR OTHER MAP (Map's name, location)

DESCRIPTION

STYLE MINIMAL TRADITIONAL EXTERIOR PLAN RECTANGLE _ NO. STORIES 1
STRUCTURAL SYSTEMS WOOD FRAME
FOUNDATION: Types CONTINUOUS Materials CONCRETE BLOCK
EXTERIOR FABRICS ASBESTOS SHINGLES
ROOF: Types GABLE Materials ASBESTOS SHINGLES
Secondary struc. (dormers etc.)
CHIMNEY No. 3 Materials BRICK LOCATIONS INTERIOR E, SOUTH
WINDOWS (types, materials, and placements) 31/4 WOOD, DHS.

MAIN ENTRANCE (stylistic details) MULTIPLE, FRONT PORCHES
PORCHES: open 3 closed 0 incised 0 Locations EAST
Porch roof types GABLE
EXTERIOR ORNAMENT GABLE VENTS, ARCH PORCH SLEEVITS

INTERIOR PLAN UNKNOWN CONDITION: excellent _good _fair _deteriorated _ ruinous
SURROUNDINGS (N-None, S-Soze, M-Most, A-All or nearly all) M commercial S residential institutional rural
ANCILLARY FEATURES (No., type of outbuildings; major landscape features) GARAGES

ARCHAEOLOGICAL REMAINS AT SITE Archaeological form completed? y n (No-explain; yes-attach!)
Artifacts or other remains
NARRATIVE (E.g. description of interior, landscape, architecture, etc; please limit to 3 lines and attach full statement on separate sheet)
ONE OF SEVERAL SUCH STRUCTURES ON THIS BLOCK, WITH CAR-PORT STRUCTURES BEHIND.
HISTORICAL STRUCTURE FORM

CONSTRUCTION DATE 1940 CIRCA x yes _no
ARCHITECT: (last name first)
BUILDER: (last name first)
MOVES x yes _no Dates __ Orig addr: __
ALTERATIONS x yes _no Dates 1987 Nature REBUILD AFTER A FIRE
ADDITIONS _yes _no Dates Nature
ORIGINAL USES (give dates) HOTEL
INTERMEDIATE USES (give dates) __
PRESENT USES (give dates) __
OWNERSHIP HISTORY (especially original owner) __

SURVEYOR'S EVALUATION OF SITE
Potentially elig. for local designation? x yes _no insuff. info Local Designation Category
Individually elig. for Nat. Register? x yes _no insuff. info
Potential contributor to NR district? x yes _no insuff. info

HISTORICAL ASSOCIATIONS (ethnic heritage, etc.)

EXPLANATION OF EVALUATION (required; limit to three lines; attach full statement on separate sheet)

CROSS-REFERENCES
BIBLIOGRAPHIC REFERENCES (Author, date, title, publication information. If unpublished, give FSF Manuscript Number, or location where available)

PHOTOGRAPHS (REQUIRED) B&W print(s) at least 3 x 5, at least one main facade. Label the back of the print with the FSF site number (site name if not available), direction and date of photograph: use pencil. Attach to back of the second to last page with a plastic or coated clip. Location of negatives/neg. nos. CITY OF ST. PETERSBURG, FL 22-10A

RECORDED STEVENSON ARCHITECTS INC.
4900 Manatee Ave. W., Suite 101 Bradenton Florida 34209 (941) 747-3696

NAME (last first)/ADDR/PHONE/AFFILIATION STEVENSON, LINDA


REQUIRED:
1. USGS MAP WITH STRUCTURE PINPOINTED
2. LARGE SCALE STREET OR PLAT MAP
3. PHOTO OF MAIN FAÇADE, PREFER B&W, AT LEAST 3X5
HISTORICAL STRUCTURE FORM
FLORIDA SITE FILE
Version 2.0 7/92

SITE NAMES (addr., if same) 2414-2424 4TH ST. N. [MULT. LIST. #8 _______]
SURVEY ST. PETERSBURG HISTORICAL RESOURCE SURVEY 1995 SURVEY # _______
NATIONAL REGISTER CATEGORY x building _structure _district site object

LOCATION & IDENTIFICATION

ADDRESS (Include N,S,E, W; st., ave., etc.) 2414, 2416, 2418, 2420, 2422, 2424 4TH ST. N.
CROSS STREETS nearest/between
NEAREST CITY/TOWN ST. PETERSBURG, FLORIDA IN CURRENT CITY LIMITS y yes _no
COUNTY PINELLAS COUNTY TAX PARCEL # _______
SUBDIVISION NAME ____________ LOT NO. ____________
OWNERSHIP x private-profit _priv-nonprofit _priv-indiv _priv-unspecified _city _county state federal unknown
NAME OF PUBLIC TRACT (e.g., park)
ROUTE TO ____________

MAPPING

USGS 7.5' MAP NAME ST. PETERSBURG 1956 PR 1987
TOWNSHIP 18S RANGE 17E SECT. 3/4 1/4 1/4-1/4 IRREG. SECT. y n
(UTM: ZONE 16 17 EASTING 1001 01 NORTING 01 01 01 01)
PLAT OR OTHER MAP (Map's name, location)

DESCRIPTION

STYLE MINIMAL TRADITIONAL _ EXTERIOR PLAN RECTANGLE _ NO. STORIES 1
STRUCTURAL SYSTEMS WOOD FRAME
FOUNDATION: Types CONTINUOUS _ Materials CONCRETE BLOCK
EXTERIOR FABRICS ASBESTOS SHINGLES
ROOF: Types GABLE _ Materials ASBESTOS SHINGLES
Secondary struc. (dormers etc.)
CHIMNEY: No. _ Materials BRICK LOCATIONS INTERIOR E. SLOPE
WINDOWS (types, materials, and placements)
3/4 WOOD, DHS

MAIN ENTRANCE (stylistic details) MULTIPLE; FBONT PORCHES
PORCHES: #open 3 _ #closed _ #incised _ Locations EAST
Porch roof types GABLE
EXTERIOR ORNAMENT GABLE VENTS, ARCH PORCH JORDAN'S

INTERIOR PLAN UNKNOWN _ CONDITION: excellent _ good _ fair _ deteriorated _ ruinos
SURROUNDINGS (N-None, S-Some, M-Most, A-All or nearly all) M commercial _ S-residential _ institutional _ rural
ANCILLARY FEATURES (No., type of outbuildings; major landscape features)
OTHER HOTEL STRUCTURES OF SAME PLAN & DESIGN (PI-6133, PI-6133)

ARCHAEOLOGICAL REMAINS AT SITE Archaeological form completed? y _ n (No-explain; yes-attach)
Artifacts or other remains
NARRATIVE (E.g. description of interior, landscape, architecture, etc.; please limit to 3 lines and attach full statement on separate sheet)
ONE OF SEVERAL SUCH STRUCTURES ON THIS BLOCK, WITH CAR-PORT STRUCTURES BEHIND, ORIGINALLY BUILT AS A MOTEL
CONSTRUCTION DATE 1940 CIRCA
ARCHITECT: (last name first)
BUILDER: (last name first)
MOVES yes no Dates
ALTERATIONS yes no Dates Nature
ADDITIONS yes no Dates Nature
ORIGINAL USES (give dates) HOTEL
INTERMEDIATE USES (give dates)
PRESENT USES (give dates)

SURVEYOR'S EVALUATION OF SITE
Potentially elig. for local designation? yes no insuff. info
Individually elig. for Nat. Register? yes no insuff. info
Potential contributor to NR district? yes no insuff. info

HISTORICAL ASSOCIATIONS (ethnic heritage, etc.)

EXPLANATION OF EVALUATION (required; limit to three lines; attach full statement on separate sheet)

CROSS-REFERENCES

BIBLIOGRAPHIC REFERENCES (Author, date, title, publication information. If unpublished, give FSF Manuscript Number, or location where available)

PHOTOGRAPHS (REQUIRED) B&W print(s) at least 3 x 5, at least one main facade. Label the back of the print with the FSF site number (site name if not available), direction and date of photograph: use pencil. Attach to back of the second to last page with a plastic or coated clip. Location of negatives/neg. nos. CITY OF ST. PETERSBURG, CH-23-94

RECORDED STEVENSON ARCHITECTS INC.
4900 Manatee Ave. W., Suite 101
Bradenton Florida 34209
(941) 747-3696

NAME (last first) ADDR/PHONE/AFFILIATION STEVENSON, LINDA


REQUIRED:
1. USGS MAP WITH STRUCTURE PINPOINTED
2. LARGE SCALE STREET OR PLAT MAP
3. PHOTO OF MAIN FACADE, PREFER B&W, AT LEAST 3X5
HISTORICAL STRUCTURE FORM
Florida Site File
Version 2.0 7/92

Site #: PT C 133
Recorder #: CH 04 45
Field Date: 11/24/95
Form Date: 4/26/96

SITE NAMES (addr. if none) 2426 - 2436 4TH STREET
MULT. LIST. #: 8

SURVEY: St. Petersburg HISTORICAL RESOURCE SURVEY 1995 (SURVEY #

NATIONAL REGISTER CATEGORY

LOCATION IDENTIFICATION

ADDRESS (Include N, S, E, W; st., ave., etc.) 2426, 2428, 2430, 2432, 2434, 2436 4TH ST. N.
CROSS STREETS nearest/between 24th Ave. N. & 25th Ave. N.
NEAREST CITY/TOWNSt. PETERSBURG, FLORIDA IN CURRENT CITY LIMITS: Yes No
COUNTY PINELLA'S COUNTY
TAX PARCEL #
SUBDIVISION NAME CARUTHER'S SUB. BLOCK LOT NO. 1, 2
OWNERSHIPX private-profit priv-nonprofit priv-indiv priv-unspecified
NAME OF PUBLIC TRACT (e.g., park)
ROUTE TO

USGS 7.5' MAP NAME ST. PETERSBURG 1956 PR 1987
TOWNSHIP 31S RANGE 8E SECT. 1 1/4 1/4 1/4 IRREG. SECT. Y N
[UTM: ZONE 16 17 EASTING 1111111101 NORTHING 1111111101]
PLAT OR OTHER MAP (Map's name, location)

DESCRIPTION

STYLEX MINIMAL TRADITIONAL EXTERIOR PLAN RECTANGLE NO. STORIES 1
STRUCTURAL SYSTEMS WOOD FRAME
FOUNDATION: Types CONTINUOUS Materials CONCRETE BLOCK
EXTERIOR FABRICS: Asbestos siding MATERIALS: Asbestos shingle
ROOF: Types GABLE Secondary struc. (dormers etc.)
CHIMNEY: No. 3 Materials BRICK LOCATIONS INTERIOR, E. SLOPE
WINDOWS (types, materials, and placements) CENTERED OVER PORCH ROOF

MAIN ENTRANCE (stylistic details) MULTIPLE, FRONT PORCHES
PORCHES: open # closed # incised # Locations EAST
Porch roof types GABLES EXTERIOR ORNAMENT GABLE, VERT, ARCHES @ PORCH ENTRANCES & DECKS

INTERIOR PLAN 3 - 3 UNITS CONDITION: excellent # good # fair # deteriorated # ruined
SURROUNDINGS (N-None, S-Some, M-Most, A-All or nearly all) F commercial E residential R institutional R rural
ANCILLARY FEATURES (No., type of outbuildings; major landscape features)
CAR. PORT STRUCTURES

ARCHEOLOGICAL REMAINS AT SITE Archaeological form completed? Y N (No-explain; yes-attach)
Artifacts or other remains
NARRATIVE (E.g. description of interior, landscape, architecture, etc; please limit to 3 lines and attach full statement on separate sheet)

BUILT AS A MOTEL,
HISTORICAL STRUCTURE FORM

CONSTRUCTION DATE: 930 CIRCA __yes__/no
ARCHITECT: (last name first) ____________
BUILDER: (last name first) ____________
MOVES __yes__/no Dates ____________ Orig. addr. ____________
ALTERATIONS __yes__/no Dates ____________ Nature ____________
ADDITIONS __yes__/no Dates ____________ Nature ____________
ORIGINAL USES (give dates) ____________ MOTEL ____________
INTERMEDIATE USES (give dates) ____________ MOTEL ____________
PRESENT USES (give dates) ____________ MOTEL ____________
OWNERSHIP HISTORY (especially original owner)

SURVEYOR'S EVALUATION OF SITE

Potentially elig. for local designation? __yes__/no insuff. info
Individually elig. for Nat. Register? __yes__/no insuff. info
Potential contributor to NR district? __yes__/no insuff. info

HISTORICAL ASSOCIATIONS (ethnic heritage, etc.)

EXPLANATION OF EVALUATION (required; limit to three lines; attach full statement on separate sheet)

UNIQUE GROUPING OF SIMPLE FRAME STRUCTURES USED CONTINUOUSLY AS A MOTEL FROM LATE 30s TO 1948, UP TO TODAY

CROSS-REFERENCES

BIBLIOGRAPHIC REFERENCES (Author, date, title, publication information. If unpublished, give FSF Manuscript Number, or location where available)

PHOTOGRAPHS (REQUIRED) B&W print(s) at least 3 x 5, at least one main facade. Label the back of the print with the FSF site number (site name if not available), direction and date of photograph: use pencil. Attach to back of the second to last page with a plastic or coated clip.

Location of negatives/neg. nos. ____________

RECORD: STEVENSON ARCHITECTS INC.
4900 Manatee Ave. W., Suite 101
Bradenton Florida 34209

NAME (last first)/ADDR/PHONE/AFFILIATION

STEVENSON, LINDA

Appendix D
Maps of Subject Property
PRESENTATION AND EVIDENCE DOCUMENTS

PROPERTY-OWNERS: RAMNARACE AND MARVA JAGDEO

AND

REGISTERED OPPONENT: ARMSTRONG REDEVELOPMENT PROPERTIES LLC

2436 4TH ST. N & 415 24TH AVE. N
ST. PETERSBURG, FL

COMMUNITY PLANNING AND PRESERVATION COMMISSION

HEARING DATE: APRIL 9, 2019

HILL WARD HENDERSON
ATTORNEYS AT LAW

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(727) 724-3900
PROPERTY-OWNERS: RAMNARACE AND MARVA JAGDEO
AND
REGISTERED OPPONENT: ARMSTRONG REDEVELOPMENT PROPERTIES LLC

2436 4TH ST. N & 415 24TH AVE N
ST. PETERSBURG, FL

Community Planning and Preservation Board
APRIL 9, 2019

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16.30.070.2. Preservation of historic properties.

16.30.070.2.1. Purpose and declaration of public policy.

A. The City Council declares as a matter of public policy that the preservation, protection, perpetuation and use of local landmarks is a public necessity because they have a special historic, architectural, archaeological, aesthetic or cultural interest and value and thus serve as visible and tangible reminders of the history and heritage of this City, the state and nation. The Council finds that this section benefits the City’s residents and property owners and declares as a matter of public policy that this section is required in the interest of the health, prosperity, safety, welfare and economic well-being of the people.

B. The purpose of this section is to:

1. Effect and accomplish the preservation, protection, perpetuation and use of local landmarks having a special historic, architectural, archaeological, aesthetic or cultural interest and value to this City, the state and nation;

2. Promote the educational, cultural, economic and general welfare of the people and to safeguard the City’s history and heritage as embodied and reflected in such local landmarks;

3. Stabilize and improve property values in historic districts and in the City as a whole;

4. Foster civic pride in the value of notable accomplishments of the past;

5. Strengthen the economy of the City;

6. Protect and enhance the City’s attractions to residents, tourists and visitors and serve as a support and stimulus to business and industry;

7. Enhance the visual and aesthetic character, diversity and interest of the City;

8. Provide for incentives to renovate or rehabilitate historic structures by implementing State law (currently F.S. §§ 196.1997 and 196.1998) relating to exemption of certain ad valorem taxes for historic properties.

16.30.070.2.2. Definitions.

Definitions shall be as provided in the rules of interpretation and definitions section and Chapter 1.

16.30.070.2.3. Designation of Community Planning and Preservation Commission.

It is hereby established that the Community Planning and Preservation Commission shall serve as the Commission responsible for matters pertaining to historic and archaeological preservation as provided in this overlay section. It is the City Council’s intent that this Commission shall meet the requirements of the state and federal Certified Local Government program. When a new member is appointed by the Mayor and confirmed by City Council, the professional education and qualifications of the new member should be considered to ensure that the requirements of the Certified Local Government program are met. When necessary, persons serving on the Commission shall attend educational meetings to develop a special interest, experience or knowledge in history, architecture, or related disciplines.

16.30.070.2.4. Powers and duties of the Commission.

A. In addition to the powers and duties stated elsewhere, the Commission shall take action necessary and appropriate to accomplish the purposes of this section. These actions may include, but are not limited to:

1. Continuing the survey and inventory of historic buildings and areas and archaeological sites and the plan for their preservation;

2. Recommending the designation of local landmarks;

3. Regulating alterations, demolitions, relocations, and new construction to local landmarks;

4. Recommending specific design review criteria for local landmarks;

5. Working with and advising the federal, state and county governments and other departments or commissions of the City;

6. Advising and assisting property owners and other persons and groups including neighborhood organizations who are interested in historic preservation;

7. Initiating plans for the preservation and rehabilitation of individual historic buildings; and

8. Undertaking educational programs including the preparation of publications and placing of historic markers.

B. The Commission shall review all nominations of a local property to the National Register of Historic Places (NRHP) following the
regulations of the Florida Division of Historical Resources. The Commission shall also ask the Mayor and the chairman of the Board of County Commissioners for their written opinion as to whether or not each property should be nominated to the NRHP. The Commission shall conduct a public hearing to consider the nomination and publish and mail notice as provided in the supplemental notice section of the application and procedures section. When necessary, the Commission shall seek expert advice before evaluating the nomination. The Commission shall forward to the state historic preservation officer its action on the nomination and the recommendations of the local officials.

When a property owner objects to having their property nominated to the National Register, a notarized written statement from the property owner must be requested by the POD before the nomination is considered. The Commission may then continue its review, forwarding its recommendation to the state historic preservation officer noting the property owner's objection or it may cease any further review process and notify the state historic preservation officer of the property owner's objection to the proposed listing.

C. In the development of the certified local government program, the City Council may ask the Commission to perform other responsibilities that may be delegated to the City under the National Historic Preservation Act.

D. The Commission shall conduct at least four public hearings a year to consider historic preservation issues. The Commission shall prepare and keep on file available for public inspection a written annual report of its historic preservation activities, cases, decisions, qualifications of members and other historic preservation work.

E. The Commission shall receive assistance in the performance of its historic preservation responsibilities from the POD who shall provide expertise in historic preservation or a closely related field. Other City staff members may be asked to assist the Commission by providing technical advice or helping in the administration of this section.

16.30.070.2.5. Designation of local landmarks.

A. Generally. Upon recommendation of the Commission, the City Council shall consider local landmark designation by ordinance of individual buildings, structures, objects, archaeological sites, local historic districts and multiple property landmarks. An application for the creation of TDRs, H credits and/or for a historic ad valorem tax exemption may be processed simultaneously with an application for designation.

B. Application requirements. Consideration of the designation of a local landmark shall be initiated by the filing of an application for designation by the property owner, any resident of the City, or any organization in the City, including the City. Where multiple property owners are co-located within a multi-family development or building (e.g., condominiums, townhouses, etc.), the owners' representative association (e.g., a condominium or homeowners association) may be recognized as the property owner for the purpose of submitting an application for individual designation of the multi-family development or building. The City shall charge a fee for each application. Such fee shall be waived for City-initiated applications or where properties are individually listed in the NRHP or for the subject of an active application for individual listing in the NRHP. This fee exemption does not include contributing resources to a district listing in the NRHP. The POD shall determine when an application is complete and may request additional information when such application is determined to be incomplete.

1. Generally. The applicant shall complete an application form provided by the POD which shall include:
   a. A written description of the architectural, historical, or archaeological significance of the proposed local landmark specifically addressing and documenting those related points contained in the criteria of this section;
   b. The date of construction of each of the structures on the property;
   c. Photographs of the property; and
   d. The legal description and a map of the property to be designated as a local landmark or upon which the local landmark is located.
   e. Where multiple property owners are co-located within a multi-family development or building, documentation shall be included showing compliance with association regulations, including material change authorizations, where applicable.

2. Additional requirements for historic districts. On applications for the designation of historic districts, the applicant shall also submit:
   a. Evidence of the support of the historic district from the owners of 50 percent plus one tax parcel (50% + 1) (e.g., if there are 201 tax parcels, 50% = 100 ½ tax parcels, plus one would equal 101 ½ which would mean 102 tax parcels must vote in favor), of the tax parcels within the proposed district except for City-initiated applications. Such evidence
shall be obtained in the following manner:

(1) The City shall mail to all property owners of each tax parcel within the proposed historic district, as listed in the Public Records of Pinellas County, and at the applicant’s sole expense, a City issued ballot requesting the owner to return by mail a signed ballot showing support or opposition/nonsupport for the application;

(2) The POD shall obtain a certificate of mailing on the date of the mailing, and only City issued ballots that have a postmark within 60 days of the date of mailing, or have been physically received by the POD within 60 days the date of mailing and have been date stamped by the City, shall be counted;

(3) The response for each tax parcel shall be counted as one vote, if more than one owner of a tax parcel responds and one or more owners show opposition/nonsupport then the property shall not be found to support the application; each tax parcel (which may be more than one lot) shall be a "property";

(4) City owned tax parcels shall not have a vote and shall not be counted toward the total number of tax parcels;

(5) Once a signed ballot is received by the City, the signor’s position may not be changed for the purposes of meeting the requirements of the application minimum (such persons may express any change of opinion or vote in any other legal manner);

(6) Applications must be filed within six months of a determination by the City that the requirements of this subparagraph have been complied with in their entirety;

(7) The POD shall not accept an application which does not meet this requirement.

b. Justification for the formation of the historic district based on the criteria for designation;

c. A written description of the boundaries of the district which shall include a map; and

d. A list of contributing and noncontributing resources.

C. Additional requirements.

1. An application for individual designation shall require a simple majority vote of the Commission and City Council. When a property owner is opposed to the individual designation, a supermajority vote of the Commission and City Council is required. An application for district designation shall require a simple majority vote of the Commission and City Council, regardless of whether there is opposition from one or more property owners located within the proposed district boundary.

2. A designation application made by a non-owner shall not be made or accepted for a property with an unexpired site plan approval.

3. If an application for individual designation is denied by the City Council, a new application to designate the same property (unless it is part of a local historic district designation application) shall not be initiated for five years from the date of the failed public hearing. The City Council or property owner may initiate an application for individual designation at any time, regardless of previous denials.

4. If an application for district designation is denied by City Council, a new application to designate the same or substantially similar district shall not be initiated for five years from the date the application was certified complete for the previously failed effort. The City Council may initiate an application for district designation at any time, regardless of previous denials.

5. If an application for district designation is denied by the City Council, a new application for individual designation of buildings located within the boundary of the failed district may be initiated by the owner, a non-owner or the City Council at any time, unless otherwise prohibited by this subsection.

6. One complete copy of a non-owner initiated designation application for an individual property shall be provided by the applicant to each property owner (and may be made to any legal person of interest) as shown in the Public Records of Pinellas County, by certified mail. The application shall not be complete until proof of mailing has been provided to the POD and the POD shall not process the application until complete. The applicant of a non-owner initiated designation application for an individual property shall mail notice of each public hearing at least 30 days prior to each public hearing, to each property owner as shown in the Public Records of Pinellas County by regular mail. The applicant shall provide proof of mailing to the POD at least 14 days prior to the public hearing.

D. Criteria for designation of property. The City of St. Petersburg uses locally adopted criteria modeled after recognized national historic standards for determining the significance of historic properties. At least one or more criteria each, under a two-part test for designation as a local landmark must be met, as evaluated herein. As part of the first test for local landmark designation,
a property proposed for designation must meet the general 50 years of age requirement. Also under the first test, at least one or more of nine criteria must be met. The second test involves the property’s integrity, of which at least one or more of seven factors of integrity (i.e., location, design, setting, materials, workmanship, feeling, and association) must be met; however, feeling and association, without meeting at least one other factor, are insufficient to support designation.

1. The Commission shall recommend the designation of property as a local landmark after the public hearing if the principal structure is at least 50 years old and it meets one or more of the following criteria:
   a. Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
   b. Its location is a site of a significant local, state, or national event;
   c. It is identified with a person who significantly contributed to the development of the City, state, or nation;
   d. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;
   e. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;
   f. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;
   g. Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development;
   h. Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development; or
   i. It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

2. If a property meets the criteria for designation set forth in paragraph 1. above, then the Commission shall also consider the following seven factors of integrity as they apply to the property. The property shall meet at least one of the following factors of integrity; however, feeling and association, without meeting at least one other factor, are insufficient to support designation:
   a. Location. The place where the historic property was constructed or the place where the historic event occurred.
   b. Design. The combination of elements that create the form, plan, space, structure, and style of a property.
   c. Setting. The physical environment of a historic property.
   d. Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
   e. Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
   f. Feeling. The property’s expression of the aesthetic or historic sense of a particular period of time.
   g. Association. The direct link between an important historic event or person and a historic property.

3. Special properties. Cemeteries, birthplaces, or graves of historical figures, structures that have been moved from their original locations, reconstructions of historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for designation unless it is an integral part of a historic district that meets the criteria above or if it falls within the following categories:
   a. A cemetery which derives its primary significance from graves of persons of significance either from its age, from its distinctive design features, or from its association with historic events;
   b. A birthplace or grave of a historical figure of significance if there is not an appropriate building or site directly associated with the historical figure’s life;
   c. A building or structure removed from its original location but which is significant primarily for its architectural value or which is the surviving structure most importantly associated with a historic person or event;
   d. An accurate reconstruction of an historic building or structure which was destroyed by catastrophic causes, located in an environment which is compatible with its historic location, presented in an academic manner, and no other building or structure with the same historic significance has survived;
4. Additional criteria for designation of hexagon block sidewalk preservation areas.
   a. Evidence of approval of the property owners of greater than 50 percent of the linear front footage of property abutting the sidewalks (right-of-way) within the area designated in the application at the time the application is submitted to the POD. For the purposes of this subsection and unless otherwise directed by City Council, the City shall be presumed to approve of the application for designation of hexagon block sidewalk preservation areas for all City owned property, excluding rights-of-way, within an area designated in the application. This presumption shall not affect the power of City Council to deny an application. City Council may initiate the designation of a hexagon block sidewalk preservation area without the approval of any owners.
   b. The hexagon block sidewalk preservation area contributes an aesthetic or cultural interest and value which enhances the character of the City.
   c. A proposed hexagon block sidewalk preservation area shall contain a minimum of four abutting city blocks or a minimum of 1,500 linear feet of sidewalk. Preservation areas should contain at least 66 percent of the total linear feet in hexagon block sidewalk after measuring all sidewalks along the streets within the proposed district.

E. Updating and modifying historic districts.
   1. The status of properties as either contributing or non-contributing resources within a historic district may be changed by following the same process as required for the initial designation.
   2. The boundaries of a historic district may be expanded to include (an) adjoining property(ies) at the request of the property owner if the property(ies) meet(s) the designation criteria.
   3. The boundaries of a historic district may be contracted to exclude (a) property(ies) if the property(ies) no longer meet(s) the criteria for designation and if the contraction does not create an 'enclave' within the historic district or make any portion of the historic district noncontiguous with the remainder of the historic district.
   4. Approval of the expanded or contracted boundaries shall follow the same process as required for the initial designation, as described in this section. The Commission and City Council shall only consider the properties to be added or removed and shall not re-evaluate the designation of the entire historic district or other properties which are not included in the request.

F. Public hearings for designations. The Commission shall schedule a public hearing on the proposed designation within 60 days of the submission of a completed application. Notice of the public hearing and notice to the owner(s) shall clearly state the boundaries for the proposed local landmark and notice shall include mailed notice to the owner, and written and posted notice as provided in the applications and procedures section except that no posted notice for an application for a historic district shall be required.

G. Commission recommendation. After evaluating the testimony, evidence, and other material presented to the Commission, the Commission shall:
   1. Recommend approval, denial or approval with modifications of the application within 60 days.
   2. Within this 60-day period, the Commission may vote to defer its recommendation if adequate information is not available to make a recommendation but shall reconsider the application at the earliest opportunity after adequate information is made available.
   3. A written report to the City Council on the Commission's recommendation shall be sent for Council's review and action. If the Commission recommends a designation, it shall explain how the proposed local landmark qualifies for designation under the criteria contained in this section. This evaluation may include references to other buildings and areas in the City and shall identify the significant features of the proposed local landmark. The report shall include a discussion of the relationship between the proposed designation and existing and future plans for the development of the City. The POD shall promptly notify the applicant and the property owner of the Commission recommendation.

H. Permit issuance. When a complete (as determined by the POD) application for designation of a local landmark has been submitted, no permits shall be issued for any exterior alteration, new construction, demolition, or relocation on the property which is the subject of the recommendation until one of the following has occurred:
   1. City Council designates the property and a certificate of appropriateness is issued;
2. The application is withdrawn; or
3. The designation is denied by City Council.
4. This prohibition shall not apply to a noncontributing resource within the boundaries of an application for local landmark designation for a local historic district nor shall it apply to permits for ordinary repair and maintenance of contributing resources, as determined by the POD.

I. City Council review and designation. The City Council shall schedule a public hearing on the proposed designation within 60 days of the Commission recommendation. Notice of the public hearing and notice to the owner(s) shall clearly state the boundaries for the proposed local landmark and notice shall include mailed notice to the owner, and written and posted notice as provided in the applications and procedures section except that no posted notice for an application for a historic district shall be required. After evaluating the testimony, evidence, and other material presented to the Council, and considering the criteria for designation, the Council shall adhere to the following:
   1. Approve, deny or approve with modifications of the Commission recommendation.
   2. Within this 60-day period, the Council may vote to defer its decision if adequate information is not available to make a decision, but shall reconsider the application at the earliest opportunity after adequate information is made available.
   3. In addition to the criteria for designation, Council may also consider the relationship of the proposed designation to the existing and future plans for the development of the City.
   4. If the Commission recommends individual designation, then a simple majority vote of the City Council is required to approve the application. When the property owner is opposed to the individual designation, a supermajority vote of both the Commission and City Council is required.
   5. If the Commission recommends against individual designation, then a supermajority vote of the City Council is required to reverse the Commission recommendation and approve the application.
   6. If the Commission recommends district designation, then a simple majority vote of the City Council is required to approve the application, regardless of whether a property owner located within the district boundary is opposed to the district designation.
   7. If the Commission recommends against district designation, then a supermajority vote of the City Council is required to reverse the Commission recommendation and approve the application.
   8. Modification of the boundaries of a proposed local landmark is not a reversal of a Commission recommendation so long as a substantial portion of the recommended area is approved.
   9. If a designation is made, the Comprehensive Plan including the land use map shall automatically be amended to show the designation with no further action by City Council necessary.
10. The POD shall notify the applicant and property owner of the decision relating to the property and shall arrange that notice of the designation of a property as a local landmark or as a part of a historic district is provided to the property appraiser and tax collector so that they may include this information in their public records and with the City Clerk.

j. Amendments and rescissions. The designation of any local landmark may be amended or rescinded through the same procedure utilized for the original designation. Where a physical portion of a local landmark remains, the Commission may consider whether the local landmark has lost its significance as a result of the approval of a COA which required the retention of a portion of the original local landmark.

16.30.070.2.6. Approval of changes to local landmarks.

A. Certificate of appropriateness (COA). No person may undertake any of the following actions affecting a local landmark or property within a local landmark district without first obtaining a COA:
   1. Alteration of a designated archaeological site;
   2. Alteration to the exterior part of a building, structure or object within the designated boundary of a local landmark;
   3. New construction;
   4. Demolition; or
   5. Relocation, including the relocation of a building into a historic district.
Review of new construction and alterations to designated buildings and structures shall be limited to exterior changes, except when part of an application for an ad valorem tax exemption. Whenever any alteration, new construction, demolition, or relocation is undertaken on a local landmark or within a local landmark district without a COA, the Building Official is authorized to issue a stop work order.

A COA shall be in addition to any other building permits required by law. The issuance of a COA shall not relieve the property owner of the duty to comply with other federal, state and local laws and regulations.

Certain ordinary repair and maintenance activities that are otherwise permitted by law may be undertaken without a COA. The final determination of what work is considered ordinary repair and maintenance shall be made by the POD. Property owners may request the POD to review any scope of work to determine if a COA is required at no charge.

Owners of properties which are subject to a COA review shall make all artifacts from archaeological sites available to the investigating archaeologists for purposes of analysis and for the reasonable period of time needed for the analysis.

No COA approved by the Commission shall be effective for a period of ten days from the date of approval. If during that ten-day period an appeal is made, the decision shall automatically be stayed during the appeal.

B. Application procedures for a COA. No permits shall be issued for an alteration, new construction, demolition or relocation affecting a local landmark without first directing the applicant to the POD to determine if a COA is required. The applicant shall complete an application form provided by the POD which shall include the following information:

1. Drawings, sketches and plans of the proposed work;
2. Photographs of the existing building or structure and adjacent properties;
3. A complete written description of the proposed work which clearly describes the building materials to be used;
4. In the case of archaeological sites, a site plan that illustrates the archaeological site boundary and clearly describes any potential impacts or disturbances to the site.
5. The POD shall determine when an application is complete and may request additional information when such application is determined to be incomplete.
6. For relocations, a written statement from the applicant shall be included in the application addressing:
   a. How the proposed relocation will impact the seven factors of integrity which contribute to the local landmark; and
   b. Why the relocation is necessary.

(7) Each application for a COA shall be accompanied by the required fees.

C. Review of a COA.

1. The Commission shall hold a public hearing and approve, by resolution, a COA approval matrix for local landmarks and archaeological sites. The matrix shall identify which approvals shall be made by the POD and which shall be made by the Commission. Changes to the matrix shall be made in the same manner. Approval of any action which is not specifically identified on the matrix shall be made by the Commission.
2. The decision to approve, approve with conditions, or deny any application, shall be based on the criteria contained in this section.
3. The Commission shall hold a public hearing after providing mailed and posted notice as required in the application and procedures section for each COA request requiring Commission approval. The Commission may vote to defer its decision if adequate information is not available to make a decision but shall reconsider the application at the earliest opportunity after adequate information is made available. The Commission shall act within 60 days after the close of the public hearing unless an extension is agreed to by the property owner.
4. The decision by the POD to approve, approve with conditions, or deny any application shall be provided to the owner, and the applicant, if different than the owner. The POD's decision shall be in writing and shall state the reasons for such approval. The POD's decision may be appealed to the Commission by following the procedures for appeals in the applications and procedures section, however, only the owner may appeal the POD's decision under this paragraph. The POD shall provide mailed notice to the owner as required in the application and procedures section for each COA request requiring POD approval at least ten days before making a decision unless this time frame is waived by the owner.

D. Modifications to a COA. Modifications to a COA shall be made only by the Commission or POD, based on the approval matrix, after receipt of a completed application by following the procedures for approval of a COA. The POD shall determine when an
action affects a local landmark or property within a local landmark district. Modification to any work or materials approved by the COA or any condition of the COA is prohibited without receipt of an approval as set forth herein. Fees for review of a COA shall be established by the City Council.

E. *General criteria for granting a COA.* In approving or denying applications for a COA for alterations, new construction, demolition, or relocation, the Commission and the POD shall evaluate the following:

1. The effect(s) of the proposed activity on the local landmark;
2. The relationship between such activity and other structures on the property or, if within a historic district, other property in the historic district;
3. The extent to which the historic, architectural, or archaeological significance, architectural style, design, arrangement, texture and materials of the local landmark or the property will be affected;
4. Whether the denial of a COA would deprive the property owner of reasonable beneficial use of the property;
5. Whether the plans may be reasonably carried out by the applicant;
6. A COA for a noncontributing structure in a historic district shall be reviewed to determine whether the proposed work would negatively impact a contributing structure or the historic integrity of the district. Approval of a COA shall include any conditions necessary to mitigate or eliminate the negative impacts.

F. *Additional guidelines for alterations.* In approving or denying applications for a COA for alterations, the Commission and the POD shall also use the following additional guidelines which are based on the United States Secretary of the Interior's Standards for the Treatment of Historic Properties:

1. A local landmark should be used for its historic purpose or be adaptively fit into a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The distinguishing historic qualities or character of a building, structure, or site and its environment shall be preserved. The removal or alteration of any historic material or distinctive architectural features shall be avoided when reasonable.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings without sufficient documentary evidence, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved, as appropriate.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, texture, and other visual qualities and, where reasonable, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved if designated pursuant to this section. If such resources must be disturbed, mitigation measures shall be undertaken.

G. *Additional guidelines for new construction.* In approving or denying applications for a COA for new construction (which includes additions to an existing structure), the Commission and the POD shall also use the following additional guidelines:

1. The height and scale of the proposed new construction shall be visually compatible with contributing resources in the district.
2. The relationship of the width of the new construction to the height of the front elevation shall be visually compatible with contributing resources in the district.
3. The relationship of the width of the windows to the height of the windows in the new construction shall be visually compatible with contributing resources in the district.
4. The relationship of solids and voids (which is the pattern or rhythm created by wall recesses, projections, and openings) in the front facade of a building shall be visually compatible with contributing resources in the district.
5. The relationship of the new construction to open space between it and adjoining buildings shall be visually compatible with contributing resources in the district.

6. The relationship of the entrance and porch projections, and balconies to sidewalks of the new construction shall be visually compatible with contributing resources in the district.

7. The relationship of the materials and texture of the facade of the new construction shall be visually compatible with the predominant materials used in contributing resources in the district.

8. The roof shape of the new construction shall be visually compatible with contributing resources in the district.

9. Appurtenances of the new construction such as walls, gates and fences, vegetation and landscape features, shall, if necessary, form cohesive walls of enclosures along a street, to ensure visual compatibility of the new construction with contributing resources in the district.

10. The mass of the new construction in relation to open spaces, the windows, door openings, porches and balconies shall be visually compatible with contributing resources in the district.

11. The new construction shall be visually compatible with contributing resources in the district in its orientation, flow, and directional character, whether this is the vertical, horizontal, or static character.

12. New construction shall not destroy historic materials that characterize the local landmark or contributing property to a local landmark district. The new construction shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the local landmark and its environment, or the local landmark district.

13. New construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the local landmark and its environment would be unimpaired.

H. Additional guidelines for demolition. In approving or denying applications for a COA for demolition, the Commission and the POD shall also use the following additional guidelines:

1. The purpose and intent of these additional requirements is to determine that no other feasible alternative to demolition of the local landmark or contributing property can be found.

2. No COA for demolition shall be issued by the Commission until the applicant has demonstrated that there is no reasonable beneficial use of the property or the applicant cannot receive a reasonable return on a commercial or income-producing property.

The Commission may solicit expert testimony and should request that the applicant furnish such additional information believed to be necessary and relevant in the determination of whether there is a reasonable beneficial use or a reasonable return. The information to be submitted by a property owner should include, but not be limited to, the following information:

a. A report from a licensed architect or engineer who shall have demonstrated experience in structural rehabilitation concerning the structural soundness of the building and its suitability for rehabilitation including an estimated cost to rehabilitate the property.

b. A report from a qualified architect, real estate professional, or developer, with demonstrated experience in rehabilitation, or the owner as to the economic feasibility of rehabilitation or reuse of the property. The report should explore various alternative uses for the property and include, but not be limited to, the following information:

   i. The amount paid for the property, date of purchase, remaining mortgage amount (including other existing liens) and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.

   ii. The most recent assessed value of the property.

   iii. Photographs of the property and description of its condition.

   iv. Annual debt service or mortgage payment.

   v. Real estate property taxes for the current year and the previous two years.

   vi. An appraisal of the property conducted within the last two years. The City may hire an appraiser to evaluate any appraisals. All appraisals shall include the professional credentials of the appraiser.
vii. Estimated market value of the property in its current condition; estimated market value after completion of the proposed rehabilitation of the existing local landmark for continued use.

viii. Evidence of attempts to sell or rent the property, including the price asked within the last two years and any offers received.

ix. Cost of rehabilitation for various use alternatives. Provide specific examples of the infeasibility of rehabilitation or alternative uses which could earn a reasonable return for the property.

x. If the property is income-producing, submit the annual gross income from the property for the previous two years as well as annual cash flow before and after debt service and expenses, itemized operating and maintenance expenses for the previous two years, and depreciation deduction and projected five-year cash flow after rehabilitation.

xi. If the property is not income-producing, projections of the annual gross income which could be obtained from the property in its current condition.

xii. Evidence that the building can or cannot be relocated.

c. The Commission may request that the applicant provide additional information to be used in making the determinations of reasonable beneficial use and reasonable return.

d. If the applicant does not provide the requested information, the applicant shall submit a statement to the Commission detailing the reasons why the requested information was not provided.

3. The Commission may ask interested individuals and organizations for assistance in seeking an alternative to demolition.

4. The Commission shall review the evidence provided and shall determine whether the property can be put to a reasonable beneficial use or the applicant can receive a reasonable return without the approval of the demolition application. The applicant has the burden of proving that there is no reasonable beneficial use of the property or that the owner cannot receive a reasonable return. If the applicant fails to establish the lack of a reasonable beneficial use or the lack of a reasonable return, the Commission shall deny the demolition application except as provided below.

5. The Commission may condition any demolition approval upon the receipt of plans and building permits for any new structure and submission of evidence of financing in order to ensure that the site does not remain vacant after demolition.

6. The Commission may grant a COA for demolition even though the local landmark, or property within a local historic district has reasonable beneficial use or receives a reasonable return if:

   a. The Commission determines that the property no longer contributes to a local historic district or no longer has significance as a historic, architectural or archaeological local landmark; or

   b. The Commission determines that the demolition of the designated property is necessary to achieve the purposes of a community redevelopment plan or the Comprehensive Plan.

7. The Commission may, at the owner's expense, require the recording of the property for archival purposes prior to demolition. The recording may include, but shall not be limited to, video recording, photographic documentation with negatives and measured architectural drawings.

I. Additional guidelines for relocation. In approving or denying applications for a COA for the relocation of a local landmark or to relocate a building or structure to a property in historic district, the Commission and the POD shall also use the following additional guidelines:

1. The contribution the local landmark makes to its present setting;

2. Whether there are definite plans for the property the local landmark is being moved from;

3. Whether the local landmark can be moved without significant damage to its physical integrity; and

4. The compatibility of the local landmark to its proposed site and adjacent properties.

5. If the structure is a noncontributing resource, the compatibility and impact of the noncontributing resource on abutting contributing resources and the historic district.

6. The property owner may be required to obtain an approved site plan before permits may be issued to relocate a local landmark.

J. Additional guidelines for window replacement. The City's historic preservation office, State of Florida Division of Historic Resources, and U.S. Department of Interior Technical Preservation Services can provide additional information relating to
window repair and replacement for individual landmark buildings and properties within local historic districts. While preservation and repair of historic windows is often preferable, property owners may replace windows provided that each replacement window meets the following criteria:

1. **Impact resistance.** The replacement window and glass shall be impact resistant;

2. **Energy performance.** The replacement window shall be Energy Star qualified for southern climate zones;

3. **Depth in wall.** The replacement window shall be setback into the wall the same distance as the historic window;

4. **Frame size, shape and exterior trim.** The replacement window shall be the same size and shape as the historic window and opening. Historic openings shall not be altered in size. Existing, exterior trim shall be retained, where practicable;

5. **Configuration.** The replacement window shall have the same light configuration as the historic window. If the historic window configuration cannot be determined, the replacement window configuration shall be appropriate to the architectural style of the subject building;

6. **Proportions.** The replacement window shall have the same visual qualities of the historic window, where commercially reasonable:
   a. **Muntins and mullions.** Where provided, muntins and mullions shall have the same dimensions and profile of the historic muntins and mullions.
   b. **Stiles.** For hung windows, stiles shall align vertically and be the same width at the upper and lower sashes.
   c. **Top, meeting and bottom rails, and blind stop.** The top, meeting and bottom rails of a hung window, including the corresponding blind stop, shall have the same dimensions and profile of the historic window.

7. **Finish.** The finished surface and appearance shall match the historic window, where practicable.

K. **Additional guidelines for construction in hexagon block sidewalk preservation areas.** In approving or denying applications for a COA for construction in hexagon block sidewalk preservation areas, the Commission and the POD shall also use the following additional guidelines:

1. The responsibility for proper repair of hexagon block sidewalks within a preservation area shall be governed by City policies and ordinances.

2. All construction shall be done in accordance with City sidewalk specifications and shall be inspected by the POD.

3. All construction must obtain all required permits.

4. The replacement and/or repair of existing hexagon block sidewalks shall be made with hexagon block.

5. The replacement and/or repair of existing concrete sidewalks shall be made with hexagon block.

6. All new sidewalk construction shall be made with hexagon block.

7. The abutting property owner shall be responsible for the expenses associated with the construction and repair of hexagon block sidewalks as set forth in city policies concerning sidewalk assessments.

L. **Additional guidelines for archaeological sites.** In approving or denying applications for a COA for activity on archaeological sites, the Commission and the POD shall also use the following additional guidelines which are based on the United States Secretary of the Interior’s Standards for the Treatment of Historic Properties:

1. Any ground disturbing activity requires approval of a COA. Archaeological resources should be left undisturbed. The existing form, integrity, and materials of the archaeological site should be retained. Ground disturbing activity should be located to avoid known archaeological sites. Where avoidance of ground disturbing activity on or near the archaeological site is not possible, projects shall be designed to avoid or minimize ground disturbance.

2. Stabilization of an archaeological site to arrest and inhibit deterioration is recommended and should be done in such a way as to detract as little as possible from its appearance and significance and not adversely affect its research potential unless adequate data recovery has occurred. Stabilization by vegetation, installation of rip rap or landscape netting, burial, or other alteration will be undertaken only after sufficient research or experimentation to determine the probable effectiveness of the action and only after existing conditions are fully documented. A complete record of stabilization work shall be provided to the City.

3. Ground disturbing activities should be employed only when necessary to provide sufficient information for research, interpretation, and management needs. Excavated areas should be backfilled or otherwise stabilized.

4. The use of heavy machinery or equipment is discouraged and such equipment shall be used in a manner to reduce the
impact to known archaeological resources on an archaeological site. The applicant shall provide justification for their use when necessary and their use will be subject to conditions of approval to minimize the impact on known archaeological resources on an archaeological site.

5. For a major disturbance which occurs when preservation of significant archaeological resources in place is not reasonable, a professional archaeologist shall be used to survey the site to determine the potential impact and exact location of significant archaeological resources prior to any ground disturbing activities. If avoidance of an impact is not possible, a professional archaeologist shall document the site, shall monitor construction activities, and shall be given an opportunity to excavate and preserve any archaeological resources. Such work shall be performed by a professional archaeologist who meets the professional qualification standards set forth in the Secretary of the Interior’s Standards for Archaeology and Historic Preservation (36 CFR pt. 61).

6. For a minor disturbance which occurs when preservation of significant archaeological resources in place is reasonable but ground disturbing activities will occur on the site, a professional archaeologist or individuals certified by the Florida Department of State, Bureau of Archaeological Research, Archaeological Resource Management Training shall monitor construction activities.

7. Recovered archaeological resources shall be recorded, cataloged, and curated or reinterred on site when possible. A complete record as to their original location, location to be stored or reinterred, and the stabilization of the site shall be provided to the City.

8. Significant archaeological resources affected by ground disturbing activity shall be protected and preserved.

M. Emergency conditions: designated properties. In any case where the Building Official determines that there are emergency conditions dangerous to life, health or property affecting a local landmark or a property in a historic district, the Building Official may order the remedying of these conditions (including demolition) without the approval of the Commission or issuance of a required COA. The POD shall promptly notify the Commission of the action being taken.

16.30.070.2.7. Appeals.

Decisions of the POD may be appealed to the Commission. Decisions of the Commission may be appealed to City Council.

16.30.070.2.8. Conformity with the COA.

All work performed pursuant to a COA shall conform to all provisions of such COA. The POD may inspect any work being performed to ensure such compliance. In the event work is not in compliance with such COA the Building Official may issue a stop work order. No additional work shall be undertaken as long as such stop work order is in effect.

16.30.070.2.9. Maintenance and repair of local landmarks and property in historic districts.

A. Every owner of a local landmark shall protect the local landmark against any fault, defect, or condition of the local landmark which renders it structurally unsafe or not watertight and shall keep it in good repair including:

1. All of the exterior portions of such buildings or structures including but not limited to all roofing materials and roof components, window glass, window frames and sashes, exterior doors and door frames;

2. All interior portions thereof which, if not so maintained, may cause such buildings or structures to deteriorate or to become damaged or otherwise to fall into a state of disrepair; and

3. In addition, where the landmark is a designated archaeological site, the owner shall maintain the property in such a manner so as not to adversely affect the archaeological integrity of the site.

B. Compliance. The property owner and any other person having possession or control of a local landmark shall comply with the City’s minimum building standards and repair the local landmark if it is found to have any of the defects listed above. In addition, the property owner and any other person having possession or control of the local landmark shall keep all property, including vacant property, clear of all fallen trees or limbs, debris, abandoned vehicles, and all other refuse as specified under the City’s minimum building codes and ordinances. The provisions of this section shall be supplemental to any other laws requiring buildings and structures to be kept in good repair.

C. Enforcement.

1. The POD and the Commission may work with the property owner to encourage maintenance and stabilization of the structure and identify resources available before taking enforcement action under this section.
2. The POD or the Commission may file a complaint with the POD performing code enforcement requesting that the POD issue a stop work order; require repairs to any local landmark so that the local landmark shall be preserved and protected in accordance with this section.

1630.070.2.10. Expedited actions; stop work order; nondesignated properties.

A. The City Council may call a special meeting to review a threat to property that has not yet been designated by the City.

B. The POD may issue a temporary stop work order for a maximum of 15 days or until City Council conducts the special meeting or discusses the property at a regular City Council session within that period. The City Council may request that a stop work order be issued for up to 120 days to provide time to negotiate with the property owner to remove the threat to the property.

C. During the stop work order period the City Council may initiate steps to designate the property. Within the stop work order period the Commission shall meet and seek alternatives that may remove the threat to the property, determine if the property should be designated and make a recommendation to City Council.

D. If a stop work order is requested by an individual or group and the City Council issues a stop work order, the requesting individual or group shall submit a completed designation application form and fee within 30 days from the date the City Council stop work order is issued. If the City Council or Commission does not receive adequate information and documentation concerning the property or if a completed application and fees are not filed within this period, the City Council may lift the stop work order or allow it to expire without taking further action.

1630.070.2.11. Identification of potentially eligible landmarks which are not locally designated.

In order to protect and preserve the City's historic resources, the City shall discourage the demolition of historic resources which are listed or eligible for listing on the NRHP or the St. Petersburg Register of Historic Places.

1. The property records and planning and permitting database should identify all properties listed individually or as a contributing resource on the St. Petersburg Register of Historic Places or the NRHP. The property records and planning and permitting database should also identify all properties which are potentially eligible for designation as a local landmark.

2. Upon receipt of a complete application (or substantially complete as determined by the POD) for a site plan that includes demolition, the POD shall delay the processing of the site plan and the issuance of a permit for the demolition of a property which is potentially eligible for designation as an individual local landmark and which is identified as such in the property records and planning and permitting database, for 30 days.

3. The City will notify by e-mail or letter mailed first class mail to the members of the Commission and any resident or community group who annually files their name with the POD requesting notice of any applications for a site plan that includes demolition for a property which is potentially eligible for designation as an individual local landmark and which is identified as such in the property records and planning and permitting database.

4. The requirement for delay and notice set forth in subsections 1. through 3. of this section shall not apply when:

a. The Building Official or Fire Chief determines that it is necessary to demolish all or part of a building to protect the safety of the public;

b. The Building Official determines that the building is structurally unsafe;

c. The property has been the subject of an application for historic designation which has been denied and which is not on appeal; and

d. The property has been the subject of an application for a site plan which has been approved and which is not on appeal, and the site plan approval has not expired or been withdrawn.

TAB 2
### PHOTO OBSERVATION REPORT #1

<table>
<thead>
<tr>
<th>Date Issued:</th>
<th>April 4, 2019</th>
<th>Date on Site:</th>
<th>March 29, April 1 &amp; April 3, 2019</th>
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<tr>
<td>Project No.:</td>
<td>21055</td>
<td>Author:</td>
<td>Steven D. Lange, Architect</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Holiday Motel</td>
<td>Attendees:</td>
<td>Steven D. Lange, Architect</td>
</tr>
<tr>
<td>Address:</td>
<td>Multiple, See Holiday Motel</td>
<td></td>
<td></td>
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**SUMMARY OF OBSERVATIONS:**

1. Lange visited the site on three (3) occasions 'to observe the existing site and building conditions' which included the surrounding narrow dirt alley to the west, the 24th and 25th Avenues to the south and north, respectively, as well as Fourth Street North/US 92 to the east which includes the City Streetscape improvements. Additional observations are identified in 2 and 3 below.

2. The site has a single story Manager's Office building facing 24th Avenue North; three, single story, Holiday Motel buildings consisting of six units each for a total of 18 motel room units facing Fourth Street North to the east; as well as two, single story, wooden, open-air, carport structures which are accessed by an internal asphalt driveway which runs north and south. The buildings were observed to note existing conditions.

3. The site is sparsely landscaped and was observed to note existing conditions.
Fig. 1.

Existing view of the east elevation of the Holiday Motel looking southward.

Notice asbestos roof shingles, two signs, landscaping scheme and new 'City' boulevard trees planted in the ROW.

Fig. 2.

Existing view of the east elevation of the Holiday Motel looking southwest.

Notice asbestos roof shingles, landscape scheme, through window A/C unit, lack of ADAAG compliance at front door(s) stoop, no stair handrails.
Fig. 3.
Notice Fourth Street North/US 92 divided roadway, City trees planted in the ROW.
Notice asbestos roofing shingles & missing front porches.

Fig. 4.
Notice Fourth Street North/US 92 divided roadway, City trees planted in the ROW.
Notice the vinyl siding on the south end of the southern motel building.
Notice the (3) - six unit motel buildings with small gable roofs (over the front stoop landings) which intersect with the larger main north south gable roofs.
Fig. 5.
View along the east side of the three motel buildings looking to the north.

Notice the two building identification signs in the front yard.

Fig. 6.
North end of northern motel building.

Notice landscaping, building signage, A/C unit in window and exterior wall asbestos shingle siding.
Fig. 7.

View of the west (rear) side of the three motel buildings on the left side of the photo - looking towards the south down the broken asphalt driveway.

Notice the carport on the right side of the photo with a single slope roof and wood siding.

Fig. 8.

Close view of the northern motel building, west side, with asbestos shingle roofing, painted entry doors and small stoops without landings or handrails. View is to the south.
Fig. 9.
Close view of the northern motel building, west side, with asbestos shingle roofing, painted entry doors and small stoops without landings or handrails. View is to the northeast.

Notice the distance between the rear exit doors and the edge of the asphalt pavement of three feet. Notice the single glass light at the green door.

Fig. 10.
Notice the double glass fites at the purple door. Notice the asbestos shingle siding. Notice the non-original door hardware and dead bolt with plating. Notice the non-original door light fixture.
Fig. 11.
Notice the removed attic vent which has been closed off.

Fig. 12.
Notice the wall mounted meter and two exterior motel unit electrical panels.
Fig. 13.
Notice the space in between the motel buildings being used to house water tanks, piping, hose structure, etc.
Notice lack of landscaping.

Fig. 14.
Notice the space in between the motel buildings being used to house water tanks, piping, hose structure, electrical panels, storage cabinet, etc.
Notice lack of landscaping.
Notice different glass light type and configuration at the orange and yellow doors.

Notice steps without landings or handrails.

Notice vehicles sticking out of the small carports due to the modern size of cars and carports being used to store appliances and building materials of all kinds.

Notice wood post/column supporting east side of the roof and partial wall above.
Fig. 17.

Notice motel unit spare appliances being stored in the carports which reduces the parking stall length.

Notice two different types/sizes of steel columns supporting the wood beam & roof above at this northern carport.

Fig. 18.

Notice storage racks which have been constructed to store various wood members and other materials within the carports.
Fig. 19.
Notice the common use washer and dryer for motel residents to use along with the utility sink.

Fig. 20.
Notice storage racks which have been constructed to store various wood members and other materials within the carports.

Notice the wood beam which dies into the wall beyond with no column to support it. Notice the columns in this southern carport are made of wood.
PHOTO OBSERVATION REPORT # 1

Fig. 21.

Notice the southern carport wood columns, single beam member rotten wood and various stored materials.

Fig. 22.

Notice the rotten, and diminished in size, bottom of the wood column simply resting on the concrete pad with no physical means of attachment.
Fig. 23.

Notice the rotten, and diminished in size, bottom of the wood column simply resting on two loosely placed 2 x 4's which are resting on the concrete pad with no physical means of attachment at any of these materials.

Fig. 24.

Notice the out of alignment steel columns supporting a wood beam of one, two, three and four members with ill-advised laps occurring at unsupported locations.
Fig. 25.
Close view of the photograph above.
Notice the off-center, displaced four wood beam members lapping on to one wood beam member (a nailed connection).

Fig. 26.
Notice the double wood member beam terminating at a single piece of wood blocking which rests on a double top plate with no column or built up studs underneath where the wood beam intersects the wood wall.
PHOTO OBSERVATION REPORT

Fig. 27.
Notice rotten wood due to water intrusion at the carport exterior load bearing wall.

Fig. 28.
Notice movement in the wall framing off of the masonry block perimeter knee wall.

Notice lack of anchor bolts, metal connectors, etc. All is nailed in this photo.
Fig. 29.
Notice masonry block knee wall beginning to rotate taking the wall with it.

Fig. 30.
View of the northern entry curb cut leading on to the property. Notice the stored materials and appliances in the northernmost carport.
Fig. 31.
View of the dirt alley from 25th Avenue North looking south.

Fig. 32.
Notice proximity of the two carport buildings to the alley.
Notice unimproved dirt alley. View is to the south.
Fig. 33.
Notice proximity of the two carport buildings to the alley.
Notice unimproved dirt alley. View is to the north.
Notice the lack of landscaping.

Fig. 34.
View of three car parking spaces on the entry side of the Manager's Office building. Two parking spaces are accessed off of the alley and one parking space is accessed directly off of 24th Avenue North. None of these parking spaces are accessible by the disabled.
View looking up the single lane driveway to the north. Notice first stoop relative to the edge of pavement.

Notice the assembly of exterior building materials/claddings on the front porch enclosure.

Notice that the exterior, high gable wall vent, has been closed off/covered up with vinyl siding.
Notice that the Schefflera tree has been cut down and killed.

Notice the metal roofing on all roofs. Notice membrane roofing over metal on the low slope roof which was then painted over with a light silver/white colored paint or coating.

Notice two awning windows, set of fixed, louvered bi-fold wood doors, red/green bricks, steps with no landings or handrails.
Fig. 39.

View across the front of the existing Holiday Motel Office building and three parking spaces looking towards the southernmost building.

Fig. 40.

View of the rear of the Manager's Office building.
Fig. 41.

View of the rear of the Manager's Office building looking onto the old two-car carport structure.

End of Photos:
April 4, 2019

Holiday Motel Report

2414, 2416, 2418, 2420, 2422, 2424 - Fourth Street North
415 – Fourth Street North
St. Petersburg, Florida

Case Number:
HPC 19-90300001

Landmark Name:
Wilmarth Apartments
Common Name:
Holiday Motel

Prepared by:
Steven D. Lange, Architect, Realtor, GRI, FEWA
The Lange Corporation, Architects * Planners, Inc.

Prepared For:
Michaelann Murphy, Director of Real Estate
Armstrong Development Properties, Inc.
April 4, 2019

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Re: The Lange Corporation, Architects – Holiday Motel Report; Case No. HPC 19-90300001

Michaelann Murphy:

The Lange Corporation, Architects * Planners, Inc. (Lange Corporation) is pleased to present our Holiday Motel Report, with Exhibit, on the Local Landmark Designation Application for the Holiday Motel as submitted by Emily Elwyn on behalf of Preserve the Burg.

We include, as our work product, the Holiday Motel Report and Photo Observation Report (Exhibit) after this brief transmittal letter. The Holiday Motel Report is developed in several parts:

- General Introduction
- Site Findings & Lange Corporation Responses
- Building Findings & Lange Corporation Responses
- Conclusion(s)

Please contact me if you should have further questions and I would be pleased to discuss our findings and recommendations with you.

Respectfully Submitted,

[Signature]

STEVEN D. LANGE, ARCHITECT, REALTOR®, GRI, FEWA  
The Lange Corporation, Architects * Planners, Inc.  
E: thelange@thelange.com  
C: 727-331-1809
GENERAL INTRODUCTION:

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2. Building Findings: ....................................................................................................................8

CONCLUSIONS:

1. Report Conclusions: ..............................................................................................................15

COMMENTS/ABBREVIATIONS/EXHIBIT:

1. Comments
2. Abbreviations
3. Exhibit

   A. Photo Observation Report (separately attached and sent with the Holiday Motel Report Transmittal Letter)
THE LANGE CORPORATION
ARCHITECTS * PLANNERS, INC.

GENERAL INTRODUCTION:

Purpose: The Lange Corporation, Architects was asked to visit the Holiday Motel site to make visual observations, take photographs and make notations of the existing site and exterior building conditions relative to the Architectural Designations noted in the Application for the Manager’s Office and Motel buildings. Further, the Lange Corporation was tasked with, 1: Writing a Report of Findings with Responses and Conclusions, and, 2: Providing a Photo Observation Report which contains site and building photographs with notations.

Background: As stated within the Application, "The Holiday Motel is a variation (emphasis added) of the duplex cottages that were common throughout the United States in the 1930’s. In motor courts with duplex cottages each small building (emphasis added) would consist of two units (emphasis added) of mirrored layouts, generally with individual doors at the façade’s center opening onto a shared front porch." (Source: Preserve the Burg (PTB) Application)

The property was first developed by Mr. and Mrs. L. E. Wilmarth as a motel in 1939 with the construction of the first motel building and in 1940 with the construction of the second and third motel buildings. The business was known as the Wilmarth Apartments. The original residence, built in 1922, on the north end of the property had been converted into the Manager’s Office building in 1939 but was relocated to face 24th Avenue North in 1940. It continues to today as the Manager’s Office building. Sometime during the 1939/40 timeframe, or shortly thereafter, the two non-historic wood framed carports located on the rear (west) side of the property were constructed along with an asphalt paved driveway for access between the carports and the three motel buildings. The Wilmarth’s ran the business until 1953 according to the Application, as found on page 2, when they sold the business and property to the Gregory’s who then took over the motel management. The business and property was then purchased by the current owner after the southern motel building caught fire, was damaged and subsequently repaired in early January 1986 for a total of 33 years. The buildings are all approximately, on average 80 years old.

Property: The current Holiday Motel site is the original site. The property consists of several buildings; all single story. The Manager’s Office and three Motel Buildings were constructed with raised wood floors over crawl spaces, wood framed walls and roofs, primarily sloped gable roofs; all of which would be most closely associated with a Type VI Construction (per the Standard Building Code designation for construction types which later came out in 1947/48). The two northern buildings have their roofs clad with asbestos shingles while all three motel buildings have asbestos siding shingles on the long east and west sides with some vinyl siding on the north and south building ends. The two carports are open-air wood structures (again Type VI Construction) with wood
framed walls and single sloped roofs with wood and steel column supported wood beams running down the center of these two carport buildings to support the existing rafter roofs. The site has two roadside signs supported by steel posts/supports, short walkways leading from the City ROW sidewalk up to the motel building front steps and modest to poor landscaping.

SITE FINDINGS & LANGE CORPORATION RESPONSES:

1. Site Findings:
   
   A. Accessible Route Finding:

   Sidewalks, both City (in the right-of-way) and private, are considered an “accessible route” and must be sufficiently level for accessible use. Further, the accessible route must provide safe and level access from the motel buildings and office building to an area of refuge. Currently, the motel buildings and office building have entry/exit steps within the accessible route in violation of ADAAG (ADA -Architectural Design Guidelines and References, 2008). The front stoops have a landing which separates a step at the front door and two other steps without handrails at the east side of the landing. The rear exit doors have a step at the door and two more steps all in sequence and without a landing or handrails.

   1. Response: “A continuous and unobstructed way of egress travel from any point in a building or facility that provides an accessible route to an area of refuge, a horizontal exit or a public way.”

   The commercial Holiday Motel buildings and Manager’s Office building must comply with Section 206 Accessible Routes (pg. 55) which are required at site arrival point(s) and Section 402 Accessible Routes (pg. 117) which controls walking surfaces with a running slope not steeper than 1:20, doorways and curb ramps - excluding flared sides. See Section 206.2.1 Site Arrival Points (pg. 55) for a minimum of one (1) accessible route. Accessible routes must afford access from such areas as bus stops, passenger loading zones, public streets and sidewalks leading to and from Tenant Space main entry(s).

   Section 402 Accessible Routes (pg. 117) requires compliance with Section 403 Walking Surfaces (pg. 117) and Section 403.1 General, which states, “Walking Surfaces that are a part of an accessible route shall comply with 403.” Section 403.2 Floor or Ground Surfaces (pg. 117) must comply with Section 302 Floor and Ground Surfaces (pg. 104) and Section 302.1 General (pg. 104), which states, “Floor and ground surfaces shall be stable, firm, and slip resistant........” and Section 403.3 Slope (pg. 117), which states, “The running slope of walking surfaces shall not be steeper than 1:20. The cross slope of walking surfaces shall not be steeper than 1:48.” Section 403.4 Changes in Level (pg. 117) shall comply with Section 303
Changes in Level (pg. 105) and Section 303.2 Vertical (pg. 105), which states, "Changes in level of ¾ inch high maximum shall be permitted to be vertical." Section 303.3 Beveled (pg. 106), states "Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1:2."

This ADAAG section is provided to represent to the reader the high technical degree required for compliance and construction for the ‘accessible route’ outside the structures themselves. This site work is required and adds cost to any permit issued.

B. Driveway and Parking Space Findings:

Driveway: The current vehicular asphalt driveway, located between the two wooden carport structures and the three motel buildings/manager’s office has a double lane entry off of 25th Avenue North and narrows to a single lane entry off of 24th Avenue North between the southern motel building and the Manager’s Office building as you drive southward. Motel units (18 in total) have approximately three feet of space between the western motel unit exit doors and the asphalt driveway as a motel customer descends down the three steps.

Parking: Site parking spaces are irregular and non-conforming; both in the wooden carports and other surface parking spaces. Cars using the two wooden carports, when parked, stick out of the carports by as much as three to five feet into the double driveway lane due to the extensive storage of kitchen appliances, lumber and other construction materials stored within the west side of the carports. No handicap parking space with side aisle and handicap parking sign exists on site.

1. Driveway Response: The existing vehicular driveway is a bottleneck leading to an extremely unsafe condition(s) at all western motel exit doors and because of the single driveway (bottleneck) condition between the southern motel building and the manager’s office. Cars also park in the driveway and project out of the open air carports into the driveway. This is in violation of ADAAG and local Zoning Regulations. The existing site parking is in total non-compliance with City Zoning and Development standards and violates every parking requirement.

2. Parking Response: The existing site parking spaces are non-compliant for parking space sizes, location, visibility issues for parking access; as well as with compliance with current City Zoning and Land Development standards which make them unsafe to use as is. Most of these parking spaces lack wheel stops, landscaping, proper backup space(s), handicap signage for a handicap space, directional signage, etc.

C. Landscape Findings:

The Holiday Motel site suffers from an irregular landscaping pattern to no landscaping in certain areas such as vehicular use/parking/drive locations. Along the rutted dirt alley to the
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West, weeds and noxious species flourish up against the office building and the two carports in the narrow space available. Many trees and large shrubs have been severely cut down low or to the ground along the north, south and east sides of the motel buildings. Little to no landscaping exists in between the three motel buildings. A past photograph (1953) shows Palm Trees along Fourth Street which do not exist now. The current right-of-way has been planted with eight (8) deciduous trees by the City which significantly alters, and will increasingly alter, the look of the Holiday Motel from Fourth Street; so much so that much of the three motel buildings and two motel signs will not be visible from the street in the future.

1. **Response:** The current site landscaping is not attractive. The current landscaping contrasts with the statements made in the Application as found on page 2, under Historical Context, paragraph two, where it states “...and the sites often took on the look of “tiny villages of miniature cottages” replete with landscaping of trellises, floral paintings, and lawn furniture”. None of these trellises, floral paintings and lawn furniture exist today. Nor do the three (3), six unit motel buildings appear as tiny villages of miniature cottages. They are not cottages at all. The site landscaping scheme today bears no resemblance to that of the past as suggested in the Application.

To make the site look anything close to what was once in existence back in the 30’s, 40’s and 50’s the City ROW deciduous trees would have to be removed, numerous Queen Palm Trees would have to be planted east of the three motel buildings, and building perimeter landscaping replanted to reflect a time gone by, and, with trellises, floral paintings and lawn furniture as described in the Application.

**D. Vehicular Orientation and Connection to Fourth Street/US 92 Findings:**

Since the early 1930’s, 40’s, 50’s and so on, the appearance and scope of Fourth Street North has changed from the modestly paced two lane road leading to downtown St. Petersburg, to what it is today; a heavily traveled and often congested commercial corridor with traffic equally moving in ‘all directions’ not just southward. It has become an often noisy, dynamic, five lane, divided, roadway - US 92; carrying many more times the traffic and at faster speeds than when the Wilmarth Apartments were first constructed in 1939/1940. From the median/parkway dividers, street side lighting, boulevard landscaping and traffic congestion backing up from the 22nd Avenue North intersection light up to and past the Holiday Motel, the original motel to road relationship of the 30’s, 40’s and 50’s no longer exists.

1. **Response:** The current aged roadside Holiday Motel, of today, no longer enjoys the quiet rural roadside setting, just outside of town, as it was originally built for in 1939/1940. That feature, that original modest, rural roadside relationship of motel to street, no longer exists. The relationship of the motel buildings to a simpler, safer
roadside access with that type of "days gone by" character creating what some are calling nostalgic "feelings" have been eclipsed by a heavily congested modern commercial corridor. It may be the reason why the front porches were removed years ago, seriously altering the motel's architecture, usage and appearance. It was no longer quaint or quiet to sit out on a busy thoroughfare.

BUILDING FINDINGS & LANGE CORPORATION RESPONSES:

1. Building Findings:

   A. Manager's Office Building Findings:

   The Manager's Office building and two car garage (originally a single family residential building built in 1922 - 97 years old) was relocated from its current location on the north end of the property in 1940 and a flat roof addition was added to the building (as per City property cards). The main gabled roof, originally clad in shingles has been re-clad with a 'V' crimp metal roofing panels and subsequently painted with a white coating of some sort. The front sloped roof over the enclosed porch has been clad in 'V' crimp metal roofing panels and subsequently covered with some sort of membrane roofing material. All roofs are now white in color. The front porch has been enclosed with a running bond of red and green large bricks on the bottom half of the enclosing wall, and, with two awning windows, one set of fixed louvered bi-fold type wooden doors at each side of the front six panel door on the upper half of the wall. The remainder of the front porch has been enclosed with some sort of dissimilar painted wood siding. A large, neon-type light sign, stating 'vacancy' or 'no-vacancy' partially conceals the upper glazing of the eastern awning window. The front door steps consist of four risers (of varying vertical heights), three treads and no landing and no handrails. The entire building crawl space is not enclosed and subject to rodent and bug intrusion. Several original windows have been closed in or covered up.

1. Response: The Manager's Office building (Frame Vernacular) is of a different architectural style than the three motel buildings (Minimal Traditional). All exterior office building surfaces, elements, claddings and materials have been significantly altered and changed over the years as noted below. The exterior appearance of this building bears little resemblance to what was original built; save its general, yet modified, building massing. The Application Criteria for Significance – A, states, "its value is a significant reminder of the cultural or archeological heritage of the City, state or nation." Its value as a 'significant reminder' has to be weighed against whether the observer can recognize the buildings architectural style as Frame Vernacular given its current appearance due to substantial modification(s) to the architectural style elements which make it of value. There is little to be nostalgic over. Should this structure be separated from the other motel buildings, few would identify it as a motel office or find the original residential features which define its architectural style as.
Frame Vernacular. It is a converted single family residence into a new use which has comprised its architectural appearance from what it once was. It has literally been negatively reconstructed over the years.

The Application Criteria for Significance – E, states, “Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.” The criteria of, “the quality of its architecture” does not apply to the motel building today; as explained within this Report for the many modifications made over the years. Further, it does not “retain sufficient elements showing its architectural significance.” and the Applicant and Staff have not identified them. Any observations from any side of this motel office building clearly shows this. There is nothing charming, or nostalgic or architecturally obvious on this building to warrant this criteria.

In response to the Historic Integrity chart, the seven factors relied upon by Staff for the Motel Office Building are subject to debate, as follows:

Location: The original single family residence turned motel office was relocated from the north end of the property to the south end and now faces 24th Avenue North and not Fourth Street North. Its original location has been altered.

Design: The motel office building has had its design substantially altered away from its original construction and appearance as noted within this Report. The roof is a perfect example. The existing roof consists of metal roofing, membrane roofing all coated in white. This was never the original roof appearance. The front porch was totally enclosed (with obnoxious and un-compatible materials) which essentially removed it, as have many important elements of exterior doors and windows, etc. A flat roof carport was added on the rear of the building as well as other non-compatible building materials. Only a partial general massing of the building remains.

Setting: The original rural roadside setting no longer exists with the expansion and intensity of Fourth Street North/US 92, which is a major corridor to all parts of the City today, not just downtown as it originally was built for. Noise, road congestion, excessive traffic have all but eliminated the charm and nostalgia relied upon by the Applicant and Staff.

Materials: As noted within this Report, substantial materials have been removed, added or altered from the original construction. This affects the appearance and historic context of the stated architectural style as to make the existing motel building unrecognizable from its original appearance.

Workmanship: The workmanship on this building is at best average to poor, which could be borne out by close visual examination on opening up the walls. No artistic or impressive elements exists on this motel office building today. This structure was built
ninetynine (97) years ago and the framing system and or connection methods leaves a lot to be desired. The method of construction was without adequate connection, save the use of nails (steel - subject to corrosion), which have most likely rusted away to near non-existence today. A modest hurricane event would send this building flying.

**Feeling:** Feeling is subjective and can change over time. The feeling that the Wilmarth’s attempted to create long ago, has since slowly diminished over time due to the changing times. The change in Fourth Street North dynamics for one, the negative architectural changes made to the building for two, the lack of historically accurate landscaping for three, and the competition brought about by modern, safe, up to code, motel/hotel accommodations for four, etc.

The conditions which have changed over time and no longer represent the building’s *original* appearance are:

- The Manager’s Office building has been relocated and bears a different siting orientation than its original siting; affecting the front porch view towards Fourth Street North to 24th Avenue N., affecting the orientation of windows from east and west to north and south and affecting the approach to the two car garage. Its entire original relationship to Fourth Street does not exist any longer.

- The original structure, built in 1922-97 years ago, as a single family residence no longer enjoys that specific residential use. The building is now an office building, a commercial use, as its primary occupancy/land use, and was built and converted prior to the State of Florida even having building codes.

- Roofing materials are now a “V” crimp type metal roofing and clad with a membrane roofing material and then painted with a white coating

- Roofing color (which is now a painted white coating over metal or membrane)

- Enclosure of the original open, residential, single family front porch vs. the current closed-in front porch to support the commercial occupancy of a motel office.

- Enclosure of the original open residential front porch with dissimilar materials of red/green brick, dissimilar wood siding and color, fixed louvered bi-fold wood doors, inappropriate locations for vacancy signage, awning windows, etc.

- The front door entry with uneven riser steps have no landing or handrails per ADAAG or the FBC.

- The through wall A/C units penetrating the exterior walls are subject to view and detract from the original architecture.
- Differing rear (north side) step handrails, one wood (white) and one metal (black).

- The commercial Manager’s Office building is not ADAAG or FBC compliant at any of the three exit doors (the front door on the south side and two rear doors on the north side) as they have no landings and the two north sets of railings are non-compliant. The south entry door has no handrails; and is non-compliant.

- The entire front porch, which now faces south instead of east, which used to span across the entire front of the original home has been enclosed with a confusing mix of non-historic materials consisting of a half wall of colored red/green brick with non-conforming painted wood siding above, awning windows, louvered bi-fold doors, thru wall A/C shaker units, wall mounted signage, various non-compatible colors which totally alters the buildings appearance away from representing a Frame Vernacular architectural style.

- The roofing materials today, metal and membrane roofing, are different materials than what was originally used (which most likely was an asbestos roofing shingle similar to what is on the two southern motel buildings today) and alters the buildings appearance away from the original Frame Vernacular architectural style.

- The front door to the structure was at the back of the open porch and centered on the exterior wall originally. The current front door has been moved out to the front wall of the enclosed porch and renders a completely different appearance and entry approach and is not compatible with a Frame Vernacular architectural style.

- The rear, two car, attached carport type garage, built with a flat roof, is not used as a garage today and was attached to the original building which detracts from a Frame Vernacular architectural style.

- Several original building windows have been removed and enclosed altering the building’s exterior appearance from a Frame Vernacular architectural style.

**Life Safety Issues:** Further, it is this Architects opinion that the Manager’s Office building lacks numerous building upgrades for such things as: life safety issues, proper exiting, insulation, energy conservation, structural requirements, roof wind mitigation, etc., further compounding the ability of an owner to restore and advance the use of this building into the future. Such things as:

- Electrical wiring is most likely varied and non-code compliant (possible even some knob and tube wiring with asbestos insulation) posing a life safety issue(s) for such things as proper grounding of all electrical devices, outlets, etc., ground
fault interrupters (GFI's) for exterior outlets or interior outlets near plumbing fixtures, properly sized electrical panels with circuit breakers, etc.

- A 1922 building lacks metal connectors at all framing connections including the roof rafter framing to the walls as well as wall sole plates to the stem walls or piers. This building most likely does not conform to any type of code required wind mitigation requirements for roofs, windows, doors, etc.

- Buildings built in 1922 were not insulated in the walls, attics and crawl spaces. This building most likely suffers in part, or in total, a lack of building envelope insulation.

- A 1922 building most likely has been painted with lead paint requiring lead paint abatement for any permitted work and or repainting of the exterior and or interior of the building.

- This office building has asbestos roof and wall siding shingles.

- This office building most likely does not meet the Energy Code for the buildings envelope.

- This office building has an open crawl space which is prone to rodent and bug infestation.

- This office building has a visible lack of equitably distributed, high and low, attic ventilation.

- This office building is structural unsound as compared to today's standards.

- Etc.

A. **Motel Buildings Findings:**

The Motel Buildings have undergone a significant exterior building changes, including building component deletions, over the years which alters their Minimal Traditional architectural style; apart from their general building massing and siting.

The southern motel building is currently clad with a relatively modern fiberglass or asphalt shingle in contrast with the two northern motel building which are roofed with asbestos roofing shingles. The color of the modern fiberglass/asphalt shingle does not match the other asbestos roofing shingles. The existing long east and west sides of the three motel buildings are clad with asbestos shingle siding. The north and south ends of these motel buildings are clad in vinyl siding. The Federal Government has determined that asbestos in building construction materials to be a hazard to health. As such, they have produced a process of auditing buildings which leads to asbestos abatement when asbestos containing materials are found. Asbestos can be found in many products such as roofing and siding shingles, tapes, insulation, electrical wiring, flooring products and the like. When found
these materials must be removed by a Hav-Mad process wherein the workers wear masks, gloves and clothing to protect themselves placing all removed materials in plastic construction bags or containers and taken to approved dump sites for disposal.

Windows consisting of two spaced apart double hung window exist on the northern end of the northern building, have been removed from the north ends of the southern and middle buildings and the south ends of the northern, middle and southern buildings. Currently, the remaining motel windows along the front and rear sides of the motel buildings consist of both metal and original wood windows with lites configured in a 1/1 (one over one) pattern, 3/1 (three over one) pattern, a 6/1 (six over one) pattern and jalousie windows. These windows each exist in numerous and varying numbers; and not at all consistent with the original 3/1 wood window construction mentioned in the Application. This significantly alters the appearance of the building and reduces one of the major elements identified by the applicant and City as a qualifying feature of the Minimal Traditional architectural style. When seen up close, as one would when entering the motel buildings, the degradation of the windows is plainly visible and obvious.

Many of the front and rear exterior doors have been replaced and or altered from their original appearance over time. Unit 2121 has a jalousie front door. The remaining front and rear doors are a varying mixture of two (2) different configurations of a six (6) panel wood doors and three (3) vertical glass lites over a two (2) panel wood door which is the original door. The front and rear doors are alternately painted in bright blue, red, green, yellow, orange and purple. This painted color and painting pattern are not elements of the Minimal Traditional architectural style. The original building doors were not painted in this fashion. They were most likely painted like this to draw attention to them; much as someone would do in an advertising technique. The doors have numerous different types of door locksets and deadbolts of many colors and types. When seen up close, as one would when entering the motel buildings, the degradation of the exterior doors is plainly visible and obvious.

The front and rear motel unit entry steps suffer from uneven treads and risers making them a hazard; which includes the first riser (step) at the doors themselves. The rear steps have no landing or handrails making them a hazard and in non-compliance with ADAAG and the FBC. To comply with ADAAG (which is compulsory Federal Law) and the FBC (which is state law) for a motel building, long ramps for the disabled would have to be constructed with handrails at each set of front steps leading into the motel units for a total of three (3) per building or nine (9) in total. This would significantly alter the Minimal Traditional architectural style by adding a mandatory non-conforming element to it. It would further impact the building’s appearance from Fourth Street North, thereby, significantly reducing its nostalgic “feeling” as is relied upon by both the Applicant and the City.

The motel color scheme has been altered from its original painting scheme.
All manner of window screens are provided on the building; some windows are without screens. Some screens fit the windows properly and some are nailed to the window wood frame surrounds. Collectively, they abuse the look of the buildings.

1. **Response:** The three motel buildings (Minimal Traditional) are of a different architectural style than the motel office building (Frame Vernacular).

The Application Criteria for Significance – A, states, "*Its value is a significant reminder of the cultural or archeological heritage of the City, state or nation.*" Its value as a ‘significant reminder’ has to be weighed against the whether the general observer can recognize the buildings architectural style as Minimal Traditional or as an old motel given its current appearance due to substantial modification(s) to the architectural style elements which make it of value. Some nostalgic value remains, but only as observed from a distance. Close observation shows the significant amount of alterations which have occurred over time; including at the interior building ends.

The Application Criteria for Significance – E, states, "*Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.*" The criteria of, "the quality of its architecture" does not apply to the motel buildings today, save their general building massing; as explained within this Report for the many modifications made over the years; keeping in mind that these six unit buildings are a variation of the small two unit cottages which was the original architectural design and style. These building are not even the original design but a take-off from the original design. Further, it does not "retain sufficient elements showing its architectural significance." as noted within this Report; and the Applicant and Staff have not identified those elements. Observations from any side of these motel buildings clearly shows this. There is nothing charming or architecturally obvious on this building to warrant this criteria; save the general building massing and gable roof configuration.

In response to the Historic Integrity chart, the seven factors relied upon by Staff for the Motel Buildings are subject to debate, as follows:

**Location:** The three motel building remain in their original locations.

**Design:** The motel buildings have had their design substantially altered away from their original construction and appearance as noted within this Report. The front porches have been removed as have many important elements of doors and windows, etc. The southern motel building has had its chimney removed. Only the general massing of the building remains.
Setting: The original rural roadside setting no longer exists with the expansion and intensity of Fourth Street North/US 92, which is a major corridor to all parts of the City today, not just downtown as it originally was built for. Noise, road congestion, excessive traffic have changed the charm and nostalgia relied upon by the Applicant and Staff.

Materials: As noted within this Report, substantial materials have been removed, non-compliant materials added or altered from the original construction. This affects appearance and historic context of the stated architectural style. The rest of the framing materials are standard wood framing and hazardous asbestos shingles for wall and roof claddings.

Workmanship: The workmanship on these buildings is at best average to poor, which can be borne out by close visual examination. No artistic or impressive elements exists on this motel office building.

Feeling: Feeling is subjective and can change over time. The feeling that the Wilmarth’s attempted to create long ago, has since slowly diminished over time due to the changing times, the change in Fourth Street North dynamics, the negative changes made to the building, etc. There is nothing charming about sub-standard housing and the feeling that it creates.

B. Carports:

The two wooden Carport structures are aged and it severe disrepair for wood rot, water damage, column post to beam connections, lack of column under beams at exterior wall locations, sagging roof rafters, wood beam member separations, wood beams that vary from four (4) members to one (1) in the same span, exterior walls which are slipping off of their improper masonry stem walls and wood columns which are rotten at their bases and about to slip off of their concrete pads (without any connection of any kind). Should a car merely tap or bump these two (2) wood columns the partial wall and roof above would instantly fall down on to the car.

Further, these two carports are used to store all manor of motel appliances, wood materials, and the like. So much so, that the storage racks and appliances stored on the back or west sides of the carports, prevent motel users from fully parking their vehicles in the carports. There is nothing charming about these carports, their conditions or how they are being used.

Response: These two carports are dangerous to the general public and should be condemned and demolished. In this architect’s opinion, they are not worth trying to rebuild or replicate. And, their original use has been converted from pure parking structures to outdoor storage and ill-advised parking spaces.
CONCLUSIONS:

A. Report Conclusions:

Report Conclusion 1: The Lange Corporation, Architects, finds that the Motel Office Building does not achieve the level of compliance necessary to support Criteria A and E as documented within this report for the numerous and serious construction and architectural modifications made over time; including re-siting and building orientation.

Report Conclusion 2: The Lange Corporation, Architects, finds that the Motel Office Building does not retain sufficient architectural elements to warrant the Frame Vernacular architectural style that it might have originally enjoyed when it was a single family residence; save some partial building massing. Too many modifications on this building have been made to degrade its condition and appearance.

Report Conclusion 3: The Lange Corporation, Architects, opines that the Motel Office Building would be unrecognizable from its original construction by its original residential owners today.

Report Conclusion 4: The Lange Corporation, Architects, finds that the three (3) Motel Buildings do not achieve the level of compliance necessary to support Criteria A and E as documented within this report for the numerous and serious construction and architectural modifications made over time.

Report Conclusion 5: The Lange Corporation, Architects, finds that the three (3) Motel Buildings do not retain sufficient architectural elements to warrant the Minimal Traditional architectural style designation being that they are a ‘variation’ to the original two unit small “tiny village” cottage architecture that created the original style; all of which is compounded by the numerous building element and material changes cited within this Report.

Report Conclusion 6: The Lange Corporation, Architects, finds that the exterior site appearance, including lack of an original landscaping elements and planting materials, does not look like it did back when the Wilmarth’s first developed this motel business. To the contrary, the exterior landscaping appearance on close examination is poor at best.

Report Conclusion 7: The Lange Corporation, Architects, finds that the two wood frame Carports are in a state of near collapse and should be condemned and demolished. No reasonable repair or restoration can be affected for these open-air, un-enclosed structures. The northern Carport structure poses an immediate threat to life and should be immediately evacuated and condemned by the City.

Report Conclusion 8: The Lange Corporation, Architects opines that the Holiday Motel, with all of its degradations, all of its Life Safety Issues and all of its non-code complaint...
conditions make the Motel Office Building and the three Motel Buildings sub-standard housing and unfit for sleeping in.

Report Conclusion 9: The Lange Corporation, Architects, finds, from years of experience, that compliance with the *Secretary of Interior’s Standard’s for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* to be a cumbersome and tedious set of standards and guidelines to enact. Their recommendations, which are essentially mandatory, add expense at every requirement. Couple these standards with the requirement for seeking a city Certificate of Appropriateness (COA), every time the owner wishes to seek a permit or modify the exterior of their building(s), such as a front door replacement, they are required to put in what the City dictates. Normally that means the door has to replicate the original architectural style and not what the owner wants. This becomes a huge issue. One that encourages owners not to seek permits for small changes such as front door replacements. The owners simply replace the door one evening or weekend hoping no one notices.

Report Conclusion 10: The Lange Corporation, Architects, opines that an owner trying to sell their property which has been designated locally as a Local Historic Landmark, has a significantly reduced pool of buyers. And, in some cases no buyers at a reasonable selling price. This financial reality, for an old, outdated, sub-standard motel such as the Holiday Motel, puts a huge financial burden on the owner. And, as the Applicant and the City have no vested financial “skin in the game” it becomes unfairly harsh to impose this condition on a small business owner whose entire retirement or investment may be this one property.

In closing, The Lange Corporation, Architects asks if Staff visited the site and inspected the buildings up close to view for themselves the existing consequential negative conditions that exist. The Staff and Applicant Reports make no mention of any building and site degradations noted at length within this Report. Nor do they cite the significant Life, Safety and Welfare issues which exist on the site which need to be addressed; without great effort and financial expense by the Owner. And while the staff Report makes reference that “some relief from the requirements of the Florida Building Code and FEMA regulations, and tax incentives,...” exist for “qualified rehabilitation projects”, no dollar amounts or guarantees can be given. So the Owner is left with all of the responsibility, financial and otherwise, while the Applicant and City are free of responsibility and cost.

For all of the reasons and explanations provided within this Report, we respectfully request denial of the Applicants request for Local Historic Designation for the Holiday Motel and a reversal of the Staff’s recommendation for approval.
1. **Comments:**
   a. Our opinions are presented with knowledge of the 2010 ADA and ADAAG and the design of buildings and facilities for accessibility. Opinions are expressed within reasonable professional and scientific limits as recognized within the profession of Architecture and that of Consultants involved in this type of evaluation.
   b. Where helpful, we have cited certain pages in ADAAG. Not all ADAAG references are noted.

2. **Abbreviation:**
   a. ADA – American with Disabilities Act
   b. ADAAG – Architectural Design Guidelines and References (2008 which is the current code)
   c. POR – Photo Observation Report
   d. FBC – Florida Building Code

3. **Exhibits:**
   A. Photo Observation Report.

**END OF REPORT**

As is customary, The Lange Corporation, Architects, reserves the right to amend our findings and conclusions based upon new and/or differing information when made available.

Respectfully Submitted,

[Signature]

STEVEN D. LANGE, ARCHITECT, REALTOR®, GRI, FEWA
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TAB 3A
ALTERATIONS CAUSING LOSS OF HISTORICAL INTEGRITY

I. ALTERATIONS TO BUILDINGS

1) Manager's Office:

- moved building from original site/location;
- Office is different architectural style than 3 motel buildings (Manager's Office - Frame Vernacular versus motel Minimal Traditional cited in Application);
- roof reclad from original shingles to v-crimp metal and painted;
- front sloped roof reclad from original shingles to v-crimp;
- front porch completely altered and enclosed;
- front façade altered by adding red/green bricks added along bottom;
- flat roof carport addition in rear;
- original porch handrails removed and differing porch handrails (wood/metal) added;
- front door entirely altered and moved from interior of front porch to exterior front facade.

2) Three Motel Buildings:

- Arrangement of 3 motel buildings is different variation from Minimal Traditional architecture which was 2 unit cottages which were mirror images – this motel is arranged in threes and a departure from architecture classification identified in the Application;
- southern building severely damaged in fire and re-built; not original building;
- chimneys removed on southern building (after fire);
- different roof materials:
  1. two north buildings have asbestos roof;
  2. southern building has fiberglass/asphalt shingles (building rebuilt after fire) which is different color from other 2 buildings;
- different siding materials:
  1. north/south facades of each building is vinyl siding;
  2. east/west facades of each building is asbestos siding;
- windows removed from northern facades of southern and middle building;
- windows removed from the southern facades of the north, south, and middle buildings;
- windows altered and reconfigured throughout with mixture of metal and wood; Some windows are 1/1 pattern; some are 3/1 pattern; some are 6/1 pattern, and some are jalousie windows – inconsistent with original 3/1 pattern which is qualifying feature of Minimal Traditional;
- inconsistent rhythm of windows;
• front/rear doors varying mixture of door types:
  1. jalousie front door (#2121);
  2. remainder of front doors is a varying mixture of 2 different configurations of 6 panel wood doors;
  3. painted/colored is not consistent with Minimal Traditional architecture;
• different types door fixtures, locksets, dead bolting than original door hardware;
• front porches removed
• porch railings removed

3) Carports:
• No architectural style can be identified – not Minimal Traditional;
• In state of near collapse;
• original support columns deteriorated with mix of metal and wood added.

II. ALTERATIONS TO SITE

• character of 4th Street – from two lane road to 4 lane divided high speed commercial corridor – original “motel to road” relationship no longer exists – which was basis for Cultural Heritage cited in Application;
• loss of landscape trellises and floral art – palm trees replaced by City with deciduous trees;
• two new pole signs added.
Quality Inspections
PO Box 1251
Safety Harbor FL 34695
727 796 4269
mpenley@gmail.com

Report: Armstrong Development Properties LLC

415 24th Ave N & 2436 4th St N
St Petersburg, FL 33704

March 18, 2019

Report: Armstrong Development Properties LLC
Prepared for:

This report is the exclusive property of the inspection company and the client whose name appears herewith and its use by any unauthorized persons is prohibited.
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Summary Report

March 18, 2019

Armstrong Development Properties LLC
415 24th Ave N & 2436 4th St N
St Petersburg, FL 33704

At your request, a visual inspection of the above referenced property was conducted on March 18, 2019. An earnest effort was made to discover all visible defects. However, when building are in this condition it is not possible to identify / describe every defect. Statements are made in general and typical conditions are described and photographed. The following is an opinion report, reflecting the visual conditions of the property at the time of the inspection only. Hidden or concealed defects cannot be included in this report. No warranty is either expressed or implied. This report is not an insurance policy, nor a warranty service.

Summary

Overall the buildings were constructed in a workman like manner, however have had Below average maintenance over the years. There are many items that need attention / upgrading. There are also many items that require costly upgrading and in many cases the upgrade to comply with current codes and regulations is not possible. The process of compliance would change the appearance so much and be so costly that the business of renting small Motel rooms would result in a failing business. These buildings have served the community for many many years but have reached a point of diminishing returns.

Home Inspection Report

Property Description:

SCOPE OF INSPECTION:
The condition of this property is being evaluated to determine the feasibility of rebuilding while maintaining the Historical integrity. In 1985 Building 1 Units 2402 thru 2412 were completely rebuilt due to a fire. At that time no emphasis was placed on the Historical appearance as all three chimneys were removed and the ends of the building were clad with vinyl siding. The roof was also replaced with Current building materials. This building has lost all Historical Significance.

EXTERIOR:

© Quality Inspections Confidential - for client use only. Use by any unauthorized persons is prohibited.
Exterior:
DRIVEWAY
X Asphalt. Major cracks were noted in the asphalt. As a result some are Trip Hazards.

FRONT & REAR PORCH
X All entrances to the units are concrete steps. Some are single and some accommodate two units. None comply with ADA Regulations. However if the buildings were remodeled, all openings would have to comply with current ADA regulations. This would mean rebuilding all current configurations.

Recommendations:
X Action Required - Further evaluation and repairs are required with the items listed above. Repairs must be done by a professional in the appropriate field.

STRUCTURAL
Structural:
Motel Exterior Walls
X Wood frame covered with siding. Asbestos Shingles: The siding shingles on all buildings are consistent with shingles containing asbestos. Repairs to asbestos shingle siding should be approached with care, as any breakage or sanding of the shingles releases asbestos fibers, which are designated by the EPA as causing cancer. Shingles should not be scraped, sanded or drilled for fear of releasing fibers. Any shingles removed should be disposed in a proper manner, consistent with current EPA regulations. Handling of this type of material is very costly.

Motel Exterior Walls Cont
X On the right / North end of building 1, the plywood panel behind the electrical panels on the wall were deteriorated in multiple locations. Where this exterior wood is deteriorated, there is a high probability of concealed water damage inside the wall.

Exterior Walls / Office
X Combination of stones and frame wood siding. Large open cracks were noted in the front wall of the Office.

Exterior Walls / Office Cont
X The remaining walls of the building were wood frame with wood siding.

X Deteriorated siding was noted on all sides of the office / Apt Building. All deterioration on the exterior siding has allowed moisture to penetrate into the wood framing.

X In multiple locations the support beam at the bottom of the exterior walls was water damaged.

Trim
X Deteriorated wood was noted in multiple locations on the rear of building 1.

Exterior Doors
X Deteriorated floor and trim were noted on the Office front door. Based on probing, the sub floor below is deteriorated also.

Exterior Windows
X The majority of the windows are original wood sash hung windows. Deteriorated wood was noted on the exterior frames in multiple locations. Action Required - Further evaluation and repairs are required by a professional in the appropriate field. All deteriorated wood should be removed and operational windows installed.

Exterior Windows Cont
X The photos are not all the damage noted but represent the typical damage noted. All windows should be
repaired or replaced because many of the windows do not operate or cannot operate due to the deteriorated frames.

SOFFITS
X Damage was noted to the soffits in the Office / Separate three apartment building.

CRAWL SPACE
X Yes there is a crawl space under each Motel building. Visibility in a crawl space is never 100% because of structural members, plumbing and ducts. The access openings were to small for me to enter. In addition at multiple openings just inside there were pipes across the opening which reduced the opening further.

CHIMNEY
X In Building 2, there was visible daylight in the attic on the high side of two of the three chimneys. This is considered an active roof leak.

RECOMMENDATIONS:
X Due to the current Code Requirements, these buildings would have to be upgraded from the footings up. To comply with the stringent Wind Load Requirements of today's Building Code, All structural components will have to be upgraded.

ROOF & ATTIC
Roof:
CONDITION OF THE ROOF
X Based on age, all roofs are beyond normal useful life. A tile Roof typically has a Maximum useful life of 50 years and a shingled roof 20 years. The tile roofs were installed in 1910 & 1937 and the shingled roof in 1985.

OFFICE / FREE STANDING BUILDING
X The shingled roof on the front of the office building is damaged and is leaking and 20 years beyond useful life.

SOFFITS
X These soffits on the front of the office building are deteriorated because of the years of water intrusion. There is also a high probability of concealed deteriorated framing. This roof and all deteriorated wood must be removed and replaced.

ATTIC
X In building 2 100% of the attic surfaces were covered with soot from previous fireplaces / furnaces. Also at two of the three chimneys in building 2 visible daylight was noted looking out.

FRAMING
X Building 1 was rebuilt in 1985 due to a fire. There is no access into the attic except above the front porch where trusses were noted. Per the seller Fire walls were built between the units and sealing off the dormers in the front. The access hole only gets to the space above the front porches.

FRAMING BLDG 2 & 3
X Conventional Framing 2 X 8 approx 14 ft long with one cross member. All 2 X 8's were attached to a ridge board. All connections were toe nailed. To comply with today's Wind Load Requirements, the entire roofs will have to be reframed with trusses and strapped to the top of the exterior walls.

FRAMING BLDG 2 & 3 CONT
X Termite damage was noted in the front dormer and the right end wall of building 2. Extensive Evidence of drywood termites was noted.

TIE DOWN STRAPS
X None of the framing is connected with straps. All joints are toe nailed. Tie down straps are a mechanical fastener that connects the top of the exterior wall to each truss / rafter.

INSULATION
X Bldg 2 & 3 The insulation has compressed over time and the R-Value is much lower than when installed. Action Recommended - Existing insulation should be removed and replaced.

RECOMMENDATIONS
X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations and repairs.

PLUMBING
Plumbing:
INTERIOR SUPPLY LINES:
X Combination of copper, galvanized and pvc. Based on age, all galvanized water supply lines would need to be replaced. There is some older galvanized water piping installed. At some time the galvanized piping will need to be replaced. Over time, the rough walls of the galvanized piping collect mineral deposits from the water. As this accumulation grows, it reduces the interior water flow. Eventually, the flow is so restricted that replacement is needed.

WASTE LINE MATERIALS:
X Combination of cast iron and PVC. Cast iron sewer pipes were used in homes prior to 1975. Cast iron corrodes and cracks over time and the corrosion causing material builds up and can block the sewer line. Cast iron also cracks due to the corrosion and these cracks will allow tree roots to enter the pipe also causing blocks. It is not possible to determine either of these conditions in a visual Inspection. The only way to accurately determine the condition of a sewer pipe is to have it scoped with a drain camera. Based on age, all cast iron should be removed and replaced.

FIRE SPRINKLERS:
X None. In a new construction building of this type, typically it would have a sprinkler system.

RECOMMENDATIONS:
X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations and repairs.

ELECTRICAL
Electrical
MAIN PANEL LOCATION:
X Located on the exterior walls at the end of the buildings. One panel was manufactured by Zinsco which has been considered problematic in the industry. The majority of insurance companies providing Home Owners Insurance will require this panel to be upgraded. The defects associated with Zinsco are breaker related.

WIRING:
X Improper wiring was noted in multiple locations on the property. In the attic, inside the box with the breaker panels, at the pump. All wiring would have to be upgraded and or replaced.

RECOMMENDATIONS
X Action Required - Further evaluation and repairs are required to the items listed above. Consult a licensed Electrician to make the necessary evaluations and repairs.

AIR CONDITIONING / HEATING
Air Conditioning:

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WALL UNITS
X All unit would have to be removed to replace windows and based on current codes, AC units would not go back in the windows. This action would require new AC units.

RECOMMENDATIONS
X Action Required - Further evaluation and repairs are required to the items listed above.

KITCHEN
Kitchen:
RANGE / OVEN:
X All cook tops and ovens are Natural gas. There was no ventilation, hood or opening above the cooktop.

RECOMMENDATIONS
X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations.

INTERIOR
Interior:
DOORS:
X Based on the current opening sizes, none of the openings into or inside the units comply with ADA. The entrance doors have a clear opening of 29". Inside the Bathroom door opening is 19" and the door into the Kitchen is 23". In the bathroom the walkway in front of the toilet to the shower is 9 1/2" wide. There is not enough square footage in the unit to reconfigure the layout.

SMOKE DETECTORS:
X By today's Code, all alarms would have to be hard wired. Smoke alarms were missing.

RECOMMENDATIONS
X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations and repairs.

BATHROOMS
Bathrooms:
BATHROOMS:
X The floor plan of the current bathroom will not accommodate current codes and ADA regulations within the same footprint. The clear opening width of the door is 19"
The distance between the toilet and the wall is 9 1/4" which is the access to the shower. This prevents use of the shower for a Handicap person and prevents access to the shower. There is not enough square footage in the bathroom to reconfigure the layout.

RECOMMENDATIONS
X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations.

GARAGE
Garage:
WALLS CONT:
X Due to stored items in front of the back wall I was unable to determine the condition of a portion of the walls hidden from view. The majority of what was visible needs major attention. Due to water damage and movement, the Carport needs structural attention.

RECOMMENDATIONS
X Action Required - Further evaluation is required to the items listed above. This structure is a Liability and should be removed.
Each of these items will likely require further evaluation and repairs. It is strongly recommended that you have appropriate licensed contractors evaluate and quote each of these concerns. Quotes can vary dramatically with different contractors.

Thank you for selecting Quality Inspections. If you have any questions regarding the inspection report or the home, please feel free to give me a call.

Sincerely,

Michael Penley
Quality Inspections
License #HI 4441
Home Inspection Report

Client Information:

Inspection Date:
March 18, 2019 1:00 PM.

Client:
Armstrong Development Properties LLC
415 24th Ave N & 2436 4th St N
St Petersburg, FL 33704
rwfag@aol.com

Inspection Site:
415 24th Ave N & 2436 4th St N
St Petersburg, FL 33704

Property Occupied?
Yes the Motel units are occupied and furnished.

Client Present:
Yes, The inspection report was reviewed with the buyer onsite.

Property Description:
Building Type:
Three Motel Buildings, 6 Units per Building, & Single Family Home with an office and three apartments in the rear. Two Detached Carports.

Estimated Age:
Based on Public Records, 415 has 2 Parcels. The Motel Building was built in 1910 and the Single Family Home was built in 1937.

SCOPE OF INSPECTION:
The condition of this property is being evaluated to determine the feasibility of rebuilding while maintaining the Historical integrity. In 1985 Building 1 Units 2402 thru 2412 were rebuilt due to a fire. At that time no emphasis was placed on the Historical appearance as all three chimneys were removed and the ends of the building were re clad with vinyl siding and a shingled roof was installed.

REPORT LIMITATIONS
This report is intended only as a general guide to help the client make his own evaluation of the overall condition of the home. It is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the personal opinions of the inspector, based upon the visual conditions that existed at the time of the inspection only. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed. All components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect are excluded from the report. The inspection is performed in compliance with generally accepted standard of practice, a copy of which is available upon request.

Systems and conditions which are not within the scope of the inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, and other environmental hazards; pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground drainage or plumbing, any systems which are shut down or otherwise secured; water wells (water quality and quantity) zoning ordinances; intercoms; security systems; heat sensors; cosmetics or building code conformity. The inspector is NOT responsible for Architectural design or Structural evaluation. Any general comments about these systems and conditions are informational only and do not represent an inspection.

This report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express an implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such.

Quality Inspections certifies that our inspector has no interest, present or contemplated, in this property or its improvement and no involvement with trades people or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

Should any disagreement or dispute arise as a result of this inspection or report, it shall be decided by arbitration and shall be submitted for binding, non-appealable arbitration to the American Arbitration
Association in accordance with its Construction Industry Arbitration Rules then obtaining, unless the parties mutually agree otherwise. In the event of a claim, the Client will allow the Inspection Company to inspect the claim prior to any repairs or waive the right to make the claim. Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency.
EXTERIOR

The property is visually inspected for major cracks or trip hazards in the driveway and walkways leading into the home. The grounds are visually inspected for any irregularities concerning settlement and drainage. This inspection is not intended to address or include any geological conditions or site stability information. For further information concerning these conditions, a Geologist or Soil engineer should be consulted. Quality Inspections does not comment on coatings or cosmetic deficiencies or the wear and tear associated with the passage of time. Any reference to grade is limited to areas around the exterior of the exposed areas of foundation or exterior walls. This is a visual inspection and does not attempt to determine the condition of any underground piping, including subterranean drainage systems, municipal water and sewer service piping. Septic systems are EXCLUDED. Decks and porches are often built close to the ground, where no viewing or access to the underside is not possible. Any areas with limited access are excluded from the inspection. We do not evaluate any detached structures such as storage sheds and stables, nor mechanical or remotely controlled components such as driveway gates. We do not evaluate the condition of landscape components such as trees, shrubs, fountains, ponds, statuary, pottery, fire pits, heat lamps, and decorative or low-voltage lighting. Any such mention of these items is informational only and not to be construed as inspected.

Exterior:

DRIVEWAY
X Asphalt. Major cracks were noted in the asphalt. As a result some are Trip Hazards.

WALKWAYS
Concrete.

FRONT & REAR PORCH
X All entrances to the units are concrete steps. Some are single and some accommodate two units. None comply with ADA Regulations, However if the buildings were remodeled, all openings would have to comply with current ADA regulations. This would mean rebuilding all current configurations.
FRONT & REAR PORCH CONT

Recommendations:

X Action Required - Further evaluation and repairs are required with the items listed above. Repairs must be done by a professional in the appropriate field.
STRUCTURAL

All structural components affecting this building are visually inspected, including the foundation, exterior walls and accessible framing. It is beyond the scope of this inspection to comment on any engineering or architectural elements.

Structural:

FOUNDATION
Continuous Footing / perimeter wall with concrete piers placed at varying distances apart. There is a Wood Floor System in all buildings. To upgrade any structural components or plumbing, electrical under the building, to do the work efficiently and have it inspected, all interior sub floors would have to be removed.

EXTERIOR WALLS
X Wood frame covered with siding. ASBESTOS SHINGLES: The siding shingles on all buildings are consistent with shingles containing asbestos. Repairs to asbestos shingle siding should be approached with care, as any breakage or sanding of the shingles releases asbestos fibers, which are designated by the EPA as causing cancer. Shingles should not be scraped, sanded or drilled for fear of releasing fibers. Any shingles removed should be disposed in a proper manner, consistent
with current EPA regulations. Handling of this type of material is very costly.

EXTERIOR WALLS CONT
X On the right end of building 1, the plywood panel behind the electrical panels on the wall were deteriorated in multiple locations. Where this exterior wood is deteriorated, there is a high probability of concealed water damage inside the wall.

EXTERIOR WALLS / OFFICE
X Combination of stones and frame wood siding. Large open cracks were noted in the front wall of the Office.
**EXTERIOR WALLS / OFFICE CONT**

X The remaining walls of the building were wood frame with wood siding.

X Deteriorated siding was noted on all sides of the office / Apt Building. All deterioration on the exterior siding has allowed moisture to penetrate into the wood framing.

X In multiple locations the support beam at the bottom of the exterior walls was water damaged.
TRIM

X Deteriorated wood was noted in multiple locations on the rear of building 1.
EXTERIOR DOORS

X Deteriorated floor and trim were noted on the Office front door. Based on probing, the sub floor below is deteriorated also.

EXTERIOR WINDOWS

X The majority of the windows are original wood sash hung windows. Deteriorated wood was noted on the exterior frames in multiple locations. **Action Required** - Further evaluation and repairs are required by a professional in the appropriate field. All deteriorated wood should be removed and
operational windows installed.

EXTERIOR WINDOWS CONT
X The photos are not all the damage noted but represent the typical damage noted. All windows should be repaired or replaced. Many of the windows do not operate or cannot operate due to deterioration / water damage.
SOFFITS

X Damage was noted to the soffits in the Office / Separate three apartment building.

CRAWL SPACE

X Yes there is a crawl space under each Motel building. Visibility in a crawl space is never 100% because of structural members, plumbing and ducts. The access openings were too small for me to enter. In addition at multiple openings just inside there were pipes across the opening which reduced the opening further.
CHIMNEY

X Chimneys were noted on building 2 & 3. All chimneys were removed in Building 1. Non Are Operational. In building 2, visible daylight was noted when looking out from inside the attic.

CHIMNEY CONT

X In building 2, there was visible daylight in the attic on the high side of two of the three chimneys. This is considered an active roof leak.
RECOMMENDATIONS:

X Due to the current Code Requirements, these buildings would have to be upgraded from the footings up. To comply with the stringent Wind Load Requirements of today's Building Code, All structural components will have to be upgraded.
ROOF & ATTIC

The roof components are visually inspected. The inspector shall inspect and describe the roof covering, skylights, visible flashings, roof vents and fasteners. Many of the components of a roof are concealed or have limited visibility. For this reason leaks are not always visible to the inspector. Comments made are based on the condition and visible evidence available on the day of the inspection. Comments are the inspectors opinion NOT a warranty or projection of the future.

This report is issued with consideration of the foregoing disclaimer. The only way to determine whether a roof is absolutely water tight is to observe it during a prolonged rainfall.

Roof:

ROOF STYLE
Gable roof on the Motel Buildings. Gable Low Slope on the Office / Apartments.

METHOD OF INSPECTION
Viewed the roof from the perimeter off the top of a ladder. The roof was not walked on because it is tile or it could not be done safely due to slope.

ROOF MATERIAL
Asphalt composition shingles were noted on Bldg 1 It was re roofed in 1985 because of a Fire and remains today. It is uninsurable due to age and condition. The roof is beyond its useful life. Building 2 & 3 are original and are tile shingles which typically contained asbestos. They are currently being tested.
CONDITION OF THE ROOF

X Based on age, all roofs are beyond normal useful life.

OFFICE / FREE STANDING BUILDING
The upper roof is metal panels and the lower is shingled. The shingled roof has been coated which is a process to extend the life of the roof material. It is typically not done on shingled roofs.

X The shingled roof on the front of the office building is damaged and is leaking.
SOFFITS
X These soffits on the front of the office building are deteriorated because of the above described leaks. There is also a high probability of concealed deteriorated framing. This roof and all deteriorated wood must be removed and replaced.

ATTIC
X In building 2 100% of the attic surfaces were covered with soot from previous fireplaces / furnaces. Also at two of the three chimneys in building 2 visible daylight was noted looking out.
FRAMING

X Building 1 was rebuilt in 1985 due to a fire. There is no access into the attic except above the front porch where trusses were noted. Per the seller Fire walls were built between the units and sealing off the dormers in the front. The access hole only gets to the space above the front porches.
FRAMING BLDG 2 & 3
X Conventional Framing  2 X 8 approx 14 ft long with one cross member. All 2 X 8's were attached to a ridge board. All connections were toe nailed. To comply with today's Wind Load Requirements, the entire roof will have to be refamed with trusses and strapped to the top of the exterior walls.

FRAMING BLDG 2 & 3 CONT
X Termite damage was noted in the front dormer and the right end wall of building 2. Extensive Evidence of drywood termites was noted.
TIE DOWN STRAPS

X None of the framing is connected with straps. All joints are toe nailed. Hurricane straps are mechanical fasteners which connect the truss / rafter to the top of the exterior wall.

DECKING

Planking (1 by 12 planking) Water stains were noted at the chimneys.
INSULATION
X Bldg 2 & 3 The insulation has compressed over time and the R-Value is much lower than when installed. **Action Recommended** - Additional insulation in the attic will improve the efficiency of the home.

GUTTERS
Were noted on building 1 only.

RECOMMENDATIONS

*Action Required* - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations and repairs.
PLUMBING

This inspection is limited to visual conditions. All underground or concealed piping related to water supply, waste or sprinklers is excluded from this inspection. Any comments on these items is general in nature and based on other evidence. Leakage or corrosion in underground piping cannot be detected by a visual inspection. The main water valve is located. Water pressure should be between 40 and 60 psi. Supply lines and valves are inspected where they exit the walls for corrosion and leaks.

The pressure relief valve at the upper portion of the water heater is a required safety valve which should be connected to a drain line of proper size terminating just above the floor. The seam caused by a blow-off can cause scalding. Improper installations will be noted.

Plumbing:

WATER SOURCE
City / Municipal.

INTERIOR SUPPLY LINES:
X Combination of copper, galvanized and pvc. Based on age, all galvanized water supply lines would need to be removed and replaced. There is some older galvanized water piping installed. At some time the galvanized piping will need to be replaced. Over time, the rough walls of the galvanized piping collect mineral deposits from the water. As this accumulation grows, it reduces the interior water flow. Eventually, the flow is so restricted that replacement is needed.
WASTE LINE MATERIALS:

X Combination of cast iron and PVC. Cast Iron sewer pipes were used in homes prior to 1975. Cast iron corrodes and cracks over time and the corrosion causing material builds up and can block the sewer line. Cast Iron also cracks due to the corrosion and these cracks will allow tree roots to enter the pipe also causing blocks. **It is not possible to determine either of these conditions in a visual Inspection.** The only way to accurately determine the condition of a sewer pipe is to have it scoped with a drain camera. Based on age, all cast iron should be removed and replaced.
FIRE SPRINKLERS:
X None. In a new construction building of this type, typically it would have a sprinkler system.

WATER HEATER:
One unit for all buildings.

WATER TEMPERATURE:

RECOMMENDATIONS

X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations and repairs.
ELECTRICAL

The main panel is opened and inspected for proper wiring and defects. Panel location and rating is identified. Ampacity of the electrical service is determined by comparing the lowest of the capacities of: incoming service cable capacity, service meter capacity, and main power panel rating. The lowest of these three components is considered the overriding factor. The above noted capacity was determined using this guideline. A representative number of light switches and receptacles are tested. Furniture is not moved for access to receptacles. The inspector will not turn on any breaker that is off when he arrives. It is not known why the breaker is off and Quality Inspections will not be responsible. All electrical repairs should be done by a Licensed Electrician. Inoperative light fixtures often lack bulbs or have burned out bulbs installed. Light bulbs are not changed due to time constraints. Smoke alarms should be installed within 15 feet of all bedroom doors and tested periodically.

Electrical

MAIN SERVICE:
The main service lines are overhead. Three 150 amp panels. If remodeled, the electrical in all units will have to be upgraded to comply with today’s Electric Codes.

MAIN PANEL LOCATION:
X Located on the exterior walls at the end of the buildings. One panel was manufactured by Zinsco which has been considered problematic in the industry. The majority of insurance companies providing Home Owners Insurance will require this panel to be upgraded. The defects associated with Zinsco are breaker related.
WIRING:

X Improper wiring was noted in multiple locations on the property. In the attic, inside the box with the breaker panels, at the pump. All wiring would have to be upgraded / removed and replaced.
RECOMMENDATIONS

X Action Required - Further evaluation and repairs are required to the items listed above. Consult a licensed Electrician to make the necessary evaluations and repairs.
AIR CONDITIONING / HEATING

Identify the AC and Heating components and attempt to locate the date of manufacturer. Inspect the condenser (outside Unit) for corrosion, contact with the ground or any visible defects. Visually inspect the air handler. The air handler is not dismantled or opened for inspection. Inspect ducts if accessible, registers and filters. Determine the efficiency of the system by recording the outlet temperatures. 55 to 60 degrees is the recommended cool air temperature at the outlets. The return air should be 14 to 22 degrees warmer.

Programmed thermostats are not checked for timed functions. Have the seller or a professional demonstrate the proper operation of this component. Adequacy, efficiency or the even distribution of air throughout a home cannot be addressed by a visual inspection. Electronic air cleaners, humidifiers and de-humidifiers are beyond the scope of this inspection. Have these systems evaluated and demonstrated by a qualified HVAC professional. The inspector does not perform pressure test on the coolant systems. No representation is made regarding coolant charge or line integrity. Normal service and maintenance is required on a yearly basis.

Air Conditioning:

SYSTEM TYPE:
In the motel, all rooms have window units for cooling and heat.

WALL UNITS
X All units would have to be removed to replace windows and based on current codes, AC units would not go back in the windows. This action would require new AC units.

RECOMMENDATIONS

X Action Required - Further evaluation and repairs are required to the items listed above.
The countertops, cabinets, sink / disposal and faucets are inspected for serviceability. Burners and elements are tested on the range / oven. The dishwasher is run through a cycle to test the unit and the function of the drain. No opinion is offered on the adequacy of the dishwasher. The lights, switches and receptacles are tested for operation.

The inspection of stand alone freezers and built in ice makers are beyond the scope of this inspection. Ovens, self or continuous cleaning operations, cooking functions, clocks, timing devices, and thermostat accuracy are not tested during this inspection. Appliances are not moved. Portable dishwashers are not inspected as they require connection to a water source to facilitate testing.

Kitchen:

**RANGE / OVEN:**

X All cook tops and ovens are Natural gas. There was no ventilation, hood or opening above the cooktop.

**RANGE HOOD:**

None.
RECOMMENDATIONS

X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations.
INTERIOR

The inspection of the living space includes the visually accessible areas of walls, floors, cabinets and closets, and the testing of a representative number of windows and doors, switches and outlets. We do not evaluate window treatments, move furnishings or possessions, lift carpets or rugs, empty closets or cabinets, nor comment on cosmetic deficiencies. We may not comment on cracks that appear around windows and doors, along lines of framing members or along seams of drywall and plasterboard. These are typically caused by minor movement, such as wood shrinkage, common settling, and will often reappear if they are not correctly repaired. Such cracks can become the subject of disputes, and are therefore best evaluated by a specialist. Floor covering damage or stains may be hidden by furniture, and the condition of floors underlying floor coverings cannot be inspected. Determining the condition of insulated glass windows is not always possible due to temperature, humidity, weather and lighting conditions. Check with owners for further information. All fireplaces should be cleaned and inspected on a regular basis to make sure that no cracks have developed. Large fires in the firebox can overheat the firebox and flue liners, sometimes resulting in internal damage. Testing, identifying, or identifying the source of environmental pollutants or odors (including but not limited to lead, mold, allergens, odors from household pets and cigarette smoke) is beyond the scope of our service, but can become equally contentious or difficult to eradicate. We recommend you carefully determine and schedule whatever remedial services may be deemed advisable or necessary before the close of escrow.

Interior:

DOORS:

X Based on the current opening sizes, none of the openings into or inside the units comply with ADA. The entrance doors have a clear opening of 29". Inside the Bathroom door opening is 19" and the door into the Kitchen is 23". In the bathroom the walkway in front of the toilet to the shower is 9 1/2" wide. There is not enough square footage in the unit to reconfigure the layout.
SMOKE DETECTORS:  
X By today's Code, all alarms would have to be hard wired. Smoke alarms were missing.

RECOMMENDATIONS

X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations and repairs.
BATHROOMS

Our inspection of bathroom areas includes the visually accessible areas of walls, floors, cabinets and closets. Toilets are tested and shutoff valves are operated. Adequate water flow is tested by turning on multiple water sources at one time. Lights, exhaust fan and outlets are tested.

Shower pans are visually checked for leakage and defects in the tile, however leaks often do not show except when the shower is in actual use. Determining whether shower pans, tub / shower surrounds are water tight is beyond the scope of this inspection because evidence can be concealed within the walls. This is a visual inspection. It is very important to maintain all grouting and caulking in the bath areas. Very minor imperfections can allow water into the wall or floor and cause damage / mold.

In accordance with industry standards of practice, we do not comment on common cosmetic deficiencies, and do not evaluate window treatments, steam showers, and saunas. More importantly, we do not leak-test shower pans because of the possibility of water damage.

Bathrooms:

BATHROOMS:
X The floor plan of the current bathroom will not accommodate current codes and ADA regulations within the same foot print. The clear opening width of the door is 19"
The distance between the toilet and the wall is 9 1/4" which is the access to the shower. This prevents use of the shower for a Handicap person and prevents access to the shower. There is not enough square Footage in the bathroom to reconfigure the layout.

RECOMMENDATIONS

X Action Required - Further evaluation is required to the items listed above. Consult a professional in the appropriate field to make the necessary evaluations.
Garage:

**GARAGE TYPE:**
Free Standing three sided Carport.

**ROOF:**
Metal Panels that has been coated. The panels are all corroded from the underside.

**FLOOR:**
Asphalt.

**WALLS:**
Wood Frame / Wood Siding. The structural integrity of the carports needs serious attention. The walls / foundation are leaning and multiple structural post are out of position bent or damaged.
WALLS CONT:

X Due to stored items in front of the back wall I was unable to determine the condition of a portion of the walls hidden from view. The majority of what was visible needs major attention. Due to water damage and movement, the Carport needs structural attention.
VEHICLE DOOR(S)
None.

RECOMMENDATIONS

X Action Required - Further evaluation is required to the items listed above. This structure is a Liability and should be removed.
SPRINKLER SYSTEM

The water source and method of operation is identified. The system is manually operated through all zones to inspect the operation of the sprinkler heads. It is not within the scope of this report to determine the degree of salinity or volume of any well water. Inquire with the sellers of the property or check with the local agricultural extension service for these tests. We suggest you have the sellers instruct you as to the operation of this system and the correct days to water. Ongoing maintenance of damaged or clogged sprinkler heads is necessary with most sprinkler systems.

Water Source:

TYPE OF PUMP:
The pump and pressure tank have been disconnected.
Tab 5
AS A CERTIFIED GENERAL CONTRACTOR THE FOLLOWING COMMENTS, RECOMMENDATIONS AND/OR SUGGESTIONS ARE TO BE USED AS A DISCUSSION DOCUMENT ONLY WHEN ASSESSING THE INFORMATION PROVIDED BY OUR GROUP AND/OR OUTSIDE PARTIES NOT AFFILIATED WITH BAY TO BAY. OUR ANALYSIS IS SOLELY BASED ON OUR PROFESSIONAL OPINION, THEREFORE DO NOT MAKE OR SUGGEST MODIFICATIONS TO THE STRUCTURE WITHOUT THE DESIGN GUIDELINES SET FORTH BY A CERTIFIED STRUCTURAL ENGINEER AND OR ARCHITECT. OUR OBSERVATIONS ARE BASED ON THE REPORT PROVIDED BY MICHAEL PENLEY, INSPECTOR FROM QUALITY INSPECTIONS.

OUR ANALYSIS TO BRING AN EXISTING NON-COMPLIANT STRUCTURE TO A CODE COMPLIANT STRUCTURE IS BASED ON FEDERAL, STATE AND LOCAL CODES. THE CITY OF ST. PETERSBURG AND THE FLORIDA BUILDING CODE REQUIRE THAT ALL PUBLIC STRUCTURES MEET ADA ACCESSIBILITY, MEANS OF EGRESS, STRUCTURAL, MECHANICAL-ELECTRICAL-PLUMBING AND FIRE PROTECTION CODE MINIMUMS. AS A NATIONAL GC, WE HAVE HAD THE OPPORTUNITY TO COMPARE FLORIDA’S BUILDING CODE TO OTHERS. IT IS OUR OPINION THAT FLORIDA HAS SOME OF THE MOST STRINGENT CODE REQUIREMENTS AND DESIGN CRITERIA DUE TO THE STATE’S HURRICANE AND FLOOD PRONE GEOGRAPHICAL LOCATION AND FLORIDA’S SENIOR DEMOGRAPHICS.

ADA ACCESSIBILITY
THE EXISTING STRUCTURES DO NOT MEET ADA CODE CRITERIA. IT IS OUR OPINION THAT THE EXISTING STRUCTURES ARE NOT ABLE TO BE ALTERED DUE TO THEIR CURRENT STATE OF STRUCTURAL INSTABILITY, FINISHED FLOOR ELEVATIONS AND LAYOUT. WE RECOMMEND THE EXISTING STRUCTURE(S) BE DEMOLISHED IN THEIR ENTIRETY AND REBUILT AT GRADE LEVEL TO MEET THE RUNNING AND CROSS SLOPES AS SET FORTH IN CHAPTER 4 OF THE FBC. ACCESSIBILITY, 6th EDITION.

MEANS OF EGRESS
THE EXISTING STRUCTURES DO NOT MEET MEANS OF EGRESS CODE CRITERIA. IT IS OUR OPINION THAT THE EXISTING STRUCTURE(S) ARE NOT ABLE TO BE ALTERED WITHOUT DEMOLISHING ALMOST EVERY COMPONENT OF THE STRUCTURE INCLUDING BUT NOT LIMITED TO ALL THE INTERIOR BEARING, NON-BEARING AND EXTERIOR WALLS AS SET FORTH IN CHAPTER 10 OF THE FBC. MEANS OF EGRESS, 6th EDITION.

STRUCTURAL DESIGN
THE EXISTING STRUCTURE(S) DO NOT MEET THE STRUCTURAL DESIGN CRITERIA AS IT RELATES TO WIND LOAD UPLIFT REQUIREMENTS. EVERY COMPONENT OF THE STRUCTURE WOULD NEED TO BE ASSESSED TO PROPERLY SUPPORT AND STRAP DOWN THE STRUCTURE TO ITS FOUNDATION.

THE FOUNDATION WOULD ALSO NEED TO BE REBUILT TO ACCEPT THE NEW UPLIFT HARDWARE. THIS PROCESS IS NOT FEASIBLE WITHOUT COMPROMISING THE EXISTING STRUCTURE IN ORDER TO GAIN ACCESS TO THESE AREAS AS SET FORTH IN CHAPTER 16 OF THE FBC, 6th EDITION.

MECHANICAL, ELECTRICAL, PLUMBING (MEP’S)
THE EXISTING STRUCTURE(S) DO NOT MEET THE (MEP) DESIGN CRITERIA. THE HVAC OR LACK THEREOF DO NOT MEET SEASONAL ENERGY EFFICIENCY RATINGS, EXHAUST, VENTILATION, Tonnage AND OVERALL DISTRIBUTIONS REQUIREMENTS. THE ELECTRICAL Wiring AND EXISTING PANELS DO NOT MEET CODE AND POSSESS POTENTIAL FIRE AND SHOCK HAZARDS. THE PLUMBING SYSTEMS PER THE REPORT INDICATE THAT THE
EXISTING PLUMBING IS NOT TO CODE AND THE AGE OF PIPES WILL REQUIRE NEW PLUMBING. ALL OF THE MEP'S ARE OUT OF CODE COMPLIANCE AS SET FORTH IN CHAPTERS 27, 28 AND 29 OF THE FBC. 6TH EDITION.

FIRE PROTECTION
THE EXISTING STRUCTURE(S) DO NOT MEET FIRE PROTECTION REQUIREMENTS. FIRE SUPPRESSION OR FIRE ALARMS ARE NOT INSTALLED AND/OR NOT IN CODE COMPLIANCE. IT IS OUR OPINION THAT THE EXISTING STRUCTURE(S) ARE AT A HIGH RISK OF FIRE HAZARD AND POSE THREAT TO THE STRUCTURE AND THE RESIDENTS. IT WOULD NOT BE FEASIBLE TO RETROFIT FIRE PROTECTION SYSTEMS TO TODAY'S CRITERIA WITHOUT MAJOR ALTERNATIONS TO THE EXISTING STRUCTURE(S) AS SET FORTH IN CHAPTER 9 OF THE FBC. 6TH EDITION.

SUMMARY
IT IS OUR PROFESSIONAL OPINION THAT IT IS NOT FEASIBLE TO SALVAGE AND/OR ALTER THE EXISTING STRUCTURE(S) IN AN EFFORT TO BRING THEM UP TO TODAY'S CODE CRITERIA. I WOULD RECOMMEND THAT THE EXISTING STRUCTURE(S) BE DEMOLISHED IN THEIR ENTIRETY AND REPLACED WITH A NEW STRUCTURE THAT MEET THE CRITERIA AS SET FORTH IN THE FLORIDA BUILDING CODE AND AUTHORITIES HAVING JURISDICTION.

SINCERELY,

JEROME CILENTO — MANAGING MEMBER
BAY TO BAY PROPERTIES LLC
CERTIFIED GENERAL CONTRACTOR CGC-1508354
TAB 6
Mr. Bob Frisch  
Armstrong Development Properties, Inc.  
One Armstrong Place  
Butler, Pennsylvania 16001  

ECS Project No. 55-2311  

Reference: Limited ACM Screen for Due Diligence Purposes  
Proposed 4th Street Development  
415 24th Avenue North  
St. Petersburg, Pinellas County, Florida 33704  

Dear Mr. Frisch:

On March 18, 2019 and June 8, 2018, a representative of ECS Florida, LLC (ECS) completed bulk asbestos-containing building materials (ACM) sampling at the above referenced property. Samples of accessible visible suspect Asbestos Containing Building Materials (ACBM) were collected for analysis by Polarized Light Microscopy (PLM). The purpose of this assessment is to identify accessible regulated asbestos-containing materials that must be removed prior to demolition or renovation activities of the building.

FACILITY DESCRIPTION:

The property is identified by the Pinellas County Property Appraisers website as Parcel Numbers 07-31-17-13806-000-0010 and 07-31-17-13824-000-0110 and is improved with three single-story 1,968 square-foot motel buildings constructed in 1910, 1937 and 1948, respectively. A 1,496 square-foot single-family home, constructed in 1940 is also present. ECS was informed that floor, wall and ceiling covering were consistent in the motel units in buildings 2 and 3 and building 1 was renovated after a fire in 1985. ECS was able to access to five of the eighteen units during the March 18, 2019 and June 8, 2018 visits. ECS was unable to observe the other units of the motel due to the units being occupied by tenants.

Observed suspect finishes of the buildings included concrete foundation, concrete block with mortar, gypsum board with joint compound, vinyl sheet flooring with mastic, sink mastic, concrete exterior siding and roofing materials. ECS was granted access to collect bulk samples of vinyl sheet flooring, sink mastic, gypsum board with joint compound, concrete exterior siding and roof shingles.

ECS also collected bulk samples during our Phase I Environmental Site Assessment on June 8, 2018. These samples included window caulk, vinyl floor tile with mastic, gypsum board with joint compound, exterior siding, sink mastic and ceiling texture.
Table 1 below summarizes the identified asbestos containing materials (as reported by the laboratory), locations, asbestos content, approximate square footage, physical condition, and NESHAP category collected during the March 8, 2019 and the June 8, 2018 site visits.

<table>
<thead>
<tr>
<th>Material</th>
<th>Location</th>
<th>Asbestos Content</th>
<th>Square Footage (SF)</th>
<th>NESHAP Category</th>
<th>Physical Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gypsum Board with Joint Compound</td>
<td>Building 1 – Unit 8</td>
<td>None Detect</td>
<td>~11,000</td>
<td>Category II Non-friable</td>
<td>Good</td>
</tr>
<tr>
<td>Concrete Siding with Felt</td>
<td>Building 1 &amp; 2</td>
<td>15% Chrysotile-Siding</td>
<td>~5,000</td>
<td>Category II Non-friable</td>
<td>Damaged</td>
</tr>
<tr>
<td>Vinyl Sheet Flooring with Mastic</td>
<td>Building 1 – Unit 6</td>
<td>35% Chrysotile-Off-White Backing</td>
<td>~500</td>
<td>Friable</td>
<td>Good</td>
</tr>
<tr>
<td>Sink Mastic</td>
<td>Building 1 – Unit 8 &amp; 4</td>
<td>2% Chrysotile</td>
<td>~150</td>
<td>Category I Non-friable</td>
<td>Good</td>
</tr>
<tr>
<td>Roof Shingles</td>
<td>Building 2 &amp; 3</td>
<td>15% Chrysotile</td>
<td>~4,000</td>
<td>Category I Non-friable</td>
<td>Damaged</td>
</tr>
<tr>
<td>Window Caulking</td>
<td>Building 1</td>
<td>None Detect</td>
<td>~300</td>
<td>Category I Non-friable</td>
<td>Good</td>
</tr>
<tr>
<td>Vinyl Sheet Flooring with Mastic</td>
<td>Unit 4</td>
<td>35% Chrysotile-Backing</td>
<td>~500</td>
<td>Friable</td>
<td>Good</td>
</tr>
<tr>
<td>Vinyl Floor Tile</td>
<td>Unit 26</td>
<td>None Detect</td>
<td>~500</td>
<td>Category I Non-friable</td>
<td>Good</td>
</tr>
<tr>
<td>Ceiling Texture</td>
<td>Single-Family Home</td>
<td>None Detect</td>
<td>~1,000</td>
<td>Friable</td>
<td>Good</td>
</tr>
</tbody>
</table>

The asbestos laboratory analysis and chains of custody are appended to this report. This protocol is a screening tool to identify asbestos containing building materials, specifically in accessible, occupied units, and is not sufficient to evaluate asbestos containing materials in the buildings at the property. Prior to demolition or other disturbance of suspect ACMs, ECS recommends that a comprehensive ACM survey be performed in accordance with protocols described in EPA 40 CFR 763.86 as incorporated into OSHA 29 CFR 1926.1101.

ECS Florida, LLC is pleased to be of service. Please contact this office should you have any questions or comments concerning this letter or any related matter.

Sincerely,
ECS Florida, LLC
Asbestos Business Organization ZA355

Jason Bublit
ECS Florida, LLC
AHERA Certified Inspector

Cliff Hendrickson, P.G.
Vice President

Enclosures: Photos
Analytical Results and Chains of Custody

2 of 2
1) View of the motel buildings on the subject property.

2) View of the vinyl sheet flooring observed in building 1, unit 8.
3) View of the roof shingles and concrete siding on building 2.

4) View of the vinyl floor tile with mastic in one of the motel units.
5) View of the ceiling texture in one of the motel units.

6) View of the office building on the subject property.
### PLM REPORT SUMMARY

Client: ECS Florida, LLC  
Project: 415 24th Ave North St. Petersburg  
Client Project No.: 55-1820  
Identification: Asbestos, Bulk Sample Analysis  
Test Method: Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
EPA Method 600/R-93/116 / EPA Method 600/M4-82-020  

NVLAP Lab Code 200703-0

---

On 3/20/2019, nine (9) bulk material samples were submitted by Jason Bubits for asbestos analysis by PLM/DS. Copies of Bulk Sample Analysis sheets are attached, additional information may be found therein. The results are summarized below:

<table>
<thead>
<tr>
<th>Lab Sample No.</th>
<th>Sample Description / Location</th>
<th>Asbestos Content</th>
</tr>
</thead>
</table>
| 006620-001     | Gypsum Board w/Joint Compound HA1-A    | None Detected-White Paint  
None Detected-Tan DW Paper Backing  
None Detected-White Drywall Material |
| 006620-002     | Concrete Siding HA2-A                  | 15% Chrysotile-Cement Asbestos Board  
None Detected-Black Tar Felt          |
| 006620-003     | Concrete Siding HA2-B                  | 15% Chrysotile-Cement Asbestos Board  
None Detected-Black Tar Felt          |
| 006620-004     | VSF w/Mastic HA3-A                     | None Detected-Yellow Vinyl Surface  
35% Chrysotile-Off White Backing      |
| 006620-005     | VSF w/Mastic HA3-B                     | None Detected-Yellow Vinyl Surface  
35% Chrysotile-Off White Backing      |
| 006620-006     | Sink Mastic HA4-A                      | 2% Chrysotile-Black Sink Mastic                                                |
| 006620-007     | Sink Mastic HA4-B                      | 2% Chrysotile-Black Sink Mastic                                                |
| 006620-008     | Roof Shingle HA5-A                     | 15% Chrysotile-Cement Asbestos Shingles                                         |
| 006620-009     | Roof Shingle HA5-B                     | 15% Chrysotile-Cement Asbestos Shingles                                         |

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) – materials which are friable or may become friable – be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.

PLM Report Summary - Revision 3 - 05/11/2014 - Issuing Authority: Monte Hall
PLM REPORT SUMMARY

Client: ECS Florida, LLC
Project: 415 24th Ave North St. Petersburg
Client Project No.: 55-1820
Identification: Asbestos, Bulk Sample Analysis
Test Method: Polarized Light Microscopy / Dispersion Staining (PLM/DS)
EPA Method 600/R-93/116 / EPA Method 600/M4-82-020

Lab Set No.: 006620
AT Job No.: 19-6620
Report Date: 3/20/2019
Sample Date: 3/18/2019

SCOPE OF THIS REPORT

These samples were obtained as a part of a building survey; this report is only intended to be used as a part of the survey report issued by the surveyor. This report explains the laboratory analysis and results. The surveyor's report explains the sampling protocol used, when the samples were obtained, the location(s) of the samples, where the materials were observed in the building, quantities of materials observed, condition of the materials and the extent of his/her survey. Sample locations and material descriptions are given by the surveyor on the chain of custody but included here (possibly abbreviated) only as a convenience for the reader.

This report may not be reproduced without written permission of Arrowhead and must be reproduced in full.

STATEMENT OF LABORATORY ACCREDITATION

The samples were analyzed in general accordance with the procedures outlined in the Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, and the Interim Method for the Determination of Asbestos in Bulk Insulation Samples, EPA 600/M4-82-020. The results of each bulk sample relate only to the material tested and the results shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Floor tile and other resinously bound materials, when analyzed by the EPA method, may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. When a definitive result is required, Arrowhead recommends utilizing alternative methods of identification, including Transmission Electron Microscopy.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

Analyst: Monte Hall, P.G.
Laboratory Director: Monte Hall, P.G.
Florida Registration No. 1658

Approved Signatory:

Monte Hall
**ARROWHEAD Technologies LLC**  
www.arrowheadplm.com

**BULK SAMPLE /CHAIN OF CUSTODY FORM**

<table>
<thead>
<tr>
<th>Customer (Consultant)</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEC, FL</td>
<td>1 of 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project/Address</th>
<th>Date Sampled</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th Street Regal Development 415 24th Ave North St Petersburg, FL 33704</td>
<td>3/18/19</td>
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</table>

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Surveyor</th>
</tr>
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<tbody>
<tr>
<td>55-1820</td>
<td>Jason Biblich</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Purchase Order</th>
<th>Surveyor Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Jason Biblich</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Manager/Contact (Please give phone)</th>
<th>Your e-mail (for Report)</th>
<th>Turnaround Requested / Due By Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Biblich 813.520.6329</td>
<td><a href="mailto:jason@resourcemgmt.com">jason@resourcemgmt.com</a></td>
<td>24-Hr (rush)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Analysis Instructions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PLM</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Received at Lab by:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monte Hall</td>
<td>3/20/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>H.A.</th>
<th>No.</th>
<th>DESCRIPTION of Material</th>
<th>SAMPLE LOCATION</th>
<th>QUANTITY (Comments)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A</td>
<td>Gypsum board w/ joint compound</td>
<td>Bld 1 - unit 8</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A</td>
<td>Concrete siding</td>
<td>Bld 2</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>B</td>
<td></td>
<td>Bld 3</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>A</td>
<td>USF w/ mastic</td>
<td>Unit 8 - west</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>B</td>
<td></td>
<td>Unit 8 - northwest</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>A</td>
<td>Sink mastic</td>
<td>Unit 8 - west</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>B</td>
<td></td>
<td>Unit 8 - east</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>A</td>
<td>Roof shingle</td>
<td>Bld 2</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>B</td>
<td></td>
<td>Bld 3</td>
<td></td>
</tr>
</tbody>
</table>

Please contact the lab for available turnaround times
Results will be sent by e-mail
On 6/14/2018, eight (8) bulk material samples were submitted by Jason Bublitz for asbestos analysis by PLM/DS. Copies of Bulk Sample Analysis sheets are attached; additional information may be found therein. The results are summarized below:

<table>
<thead>
<tr>
<th>Lab Sample No.</th>
<th>Sample Description / Location</th>
<th>Asbestos Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>005876-001</td>
<td>Window Caulking HA-1</td>
<td>None Detected-White Caulking</td>
</tr>
<tr>
<td>005876-002</td>
<td>VFT HA-2</td>
<td>None Detected-Beige/Brn Vinyl Surface 35% Chrysotile-Backning</td>
</tr>
<tr>
<td>005876-003</td>
<td>gypsum board HA-3</td>
<td>None Detected-Joint Compound w/ Pt. None Detected-DW Paper Backing None Detected-Drywall Material</td>
</tr>
<tr>
<td>005876-004</td>
<td>exterior siding HA-4</td>
<td>15% Chrysotile-Cement Asbestos Board None Detected-Black Tar Felt</td>
</tr>
<tr>
<td>005876-005</td>
<td>Sink mastic HA-5</td>
<td>None Detected-Black Sink Mastic</td>
</tr>
<tr>
<td>005876-006</td>
<td>VFT HA-6</td>
<td>None Detected-Brn Vinyl Surface None Detected-Backning None Detected-Black Mastic</td>
</tr>
<tr>
<td>005876-007</td>
<td>VFT HA-7</td>
<td>None Detected-Tan Floor Tile None Detected-Yellow Mastic</td>
</tr>
<tr>
<td>005876-008</td>
<td>Ceiling texture HA-8</td>
<td>None Detected-Texture</td>
</tr>
</tbody>
</table>

These samples were analyzed by layers. Specific layer or component asbestos content is indicated when relevant. The EPA considers a material to be asbestos containing only if it contains more than one percent asbestos by Calibrated Visual Area Estimation (CVAE). EPA regulations also indicate that Regulated Asbestos Containing Materials (RACM) -- materials which are friable or may become friable -- be further analyzed by point counting when the results indicate less than ten percent asbestos by CVAE. Arrowhead utilizes CVAE on a routine basis and does not include point counting unless specifically requested. The results may not be reproduced except in full.

PLM Report Summary - Revision 3 - 05/11/2014 - Issuing Authority: Monte Hall
**PLM REPORT SUMMARY**

<table>
<thead>
<tr>
<th>Client</th>
<th>ECS Florida, LLC</th>
<th>Lab Set No.</th>
<th>005876</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project</td>
<td>415 24th Ave N., St. Petersburg</td>
<td>AT Job No.</td>
<td>18-5876</td>
</tr>
<tr>
<td>Client Project No.</td>
<td>SS-1820</td>
<td>Report Date</td>
<td>6/15/2018</td>
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<tr>
<td>Identification</td>
<td>Asbestos, Bulk Sample Analysis</td>
<td>Sample Date</td>
<td>6/18/2018</td>
</tr>
<tr>
<td>Test Method</td>
<td>Polarized Light Microscopy / Dispersion Staining (PLM/DS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EPA Method 600/R-93/116 / EPA Method 600/M4-82-020</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SCOPE OF THIS REPORT**

These samples were obtained as a part of a building survey; this report is only intended to be used as a part of the survey report issued by the surveyor. This report explains the laboratory analysis and results. The surveyor's report explains the sampling protocol used, when the samples were obtained, the location(s) of the samples, where the materials were observed in the building, quantities of materials observed, condition of the materials and the extent of his/her survey. Sample locations and material descriptions are given by the surveyor on the chain of custody but included here (possibly abbreviated) only as a convenience for the reader.

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**STATEMENT OF LABORATORY ACCREDITATION**

The samples were analyzed in general accordance with the procedures outlined in the Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, and the Interim Method for the Determination of Asbestos in Bulk Insulation Samples, EPA 600/M4-82-020. The results of each bulk sample relate only to the material tested and the results shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Floor tile and other resinously bound materials, when analyzed by the EPA method, may yield false negative results because of limitations in separating closely bound fibers and in detecting fibers of small length and diameter. When a definitive result is required, Arrowhead recommends utilizing alternative methods of identification, including Transmission Electron Microscopy.

Specific questions concerning bulk sample results shall be directed to the Laboratory Director.

**Analyst:** Monte Hall, P.G.

**Laboratory Director:** Monte Hall, P.G.
Florida Registration No. 1658

**Approved Signatory:**

[Signature]

---

PLM Report Summary - Revision 3 - 05/11/2014 - Issuing Authority: Monte Hall
<table>
<thead>
<tr>
<th>H.A.</th>
<th>No.</th>
<th>DESCRIPTION of Material</th>
<th>SAMPLE LOCATION</th>
<th>QUANTITY (Comments)</th>
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<td>1</td>
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<td>window caulking</td>
<td>South bid, East side</td>
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<td>A</td>
<td>VFT</td>
<td>apt #4 in kitchen</td>
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<td>3</td>
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<td>A</td>
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<td>5</td>
<td>A</td>
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<td>6</td>
<td>A</td>
<td>VFT</td>
<td>apt #26 in kitchen</td>
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<td>A</td>
<td>ceiling texture</td>
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Please contact the lab for available turnaround times
Results will be sent by e-mail
TAB 7
Mr. Lange has been a Registered Architect in the State of Florida since 1978 and brings to the firm a wide range of Architectural experience in all aspects of project development in the fields of: Historic Preservation, Forensic Architecture, Multi-Family Condominiums, Renovations and Repairs, Expert Witness Testimony, Educational Facilities, Health Care Facilities, Medical Facilities, ADA-ADAAG Compliance and FEMA Compliance. Mr. Lange has extensive experience in claims related Building Design and Construction Defects. He has served as an expert witness for both plaintiffs and defendants in numerous cases throughout the State of Florida. Mr. Lange became a Licensed Florida Realtor, GRI, in 2013 and is listed with RE/MAX Realty. Mr. Lange joined the Forensic Expert Witness Association (FEWA) in May of 2016.

**SIGNIFICANT PROJECTS**

**University Hospital: Defect’s Case**  
*Architectural Expert Witness*  
Litigation Support on behalf of Defendant (General Contractor of Record)  
Fire Rated Assemblies & Materials  
5 Story Hospital Addition in Tampa, FL  
2016 – 2017: Case Settled

**The Solaire at the Plaza Condominium: Defect’s Case**  
*Architectural Expert Witness*  
Litigation Support on behalf of Defendant (Architect of Record)  
Stucco Finish, Balcony Decks/Railings, Windows/Doors, Interior Waterfall, Roofing, Water Intrusion  
29 Story Condominium Building in Orlando, FL  
2015 – 2016: Case Settled

**The Alagon on Bayshore, A Condominium: Defect’s Case**  
*Architectural Expert Witness*  
Litigation Support on behalf of Defendant (Architect of Record)  
Architectural Design, Construction Document & Administration Defect claim  
23 Story Condominium Building in Tampa, FL  
2010 – 2013: Case Settled

**Kritikos Residence: Improper Construction Cases (3 Total Cases)**  
*Litigation Support of Ivy Group Expert Witness (Robert J. Bitterl)*  
Extensive Forensic Investigation  
2 Story, $12 million, Single Family Residence in Jupiter, FL  
2010 – 2014: Case Settled

**PROFESSIONAL QUALIFICATIONS**

- Registered Architect State of Florida No. AR0007855  
  1978-Present  
- National Council of Architectural Registration Board (NCARB)  
  1990  
- Certified Building Inspector Registration No. 1429  
  1987  
- Certified Structural Masonry Building Inspector  
  2002  
- Teachers Certificate No. 427305 (St. Pete College)  
  1978-1980
STEVEN D. LANGE ARCHITECT, FEWA, REALTOR®, GRI
The Lange Corporation, Architects * Planners, Inc.

Curriculum Vitae 2019

- Florida Realtor, GRI, License No. SL3276779 2013-Present

PROFESSIONAL AFFILIATION

- Forensic Expert Witness Association (FEWA) 2016 to Present
- Graduate Realtor Institute (GRI) 2014 to Present
- National Association of Realtors 2013-2018
- Florida Association of Realtors 2013-2018
- American Institute of Architects 1976-1982
- Committee of 100 Tampa, FL Chamber of Commerce 1984
- Chamber of Commerce, St. Petersburg, FL Past Beautification Committee 1984
- Downtown Redevelopment Task Force Committee 1984
- Leadership St. Petersburg Alumni Assoc. Class Graduate 1983
- Southern Building Code Congress International, Inc. Associate Member 1987
- Tiger Bay Club, St. Petersburg, FL 1983
- American Institute of Architects, Past President 1983

EDUCATION

- University of Florida
  Master of Arts in Architecture 1975
  Bachelor of Science - Design 1974
- Miami Dade Junior College
  Associate of Arts 1972

SIGNIFICANT PROJECTS

- Sheraton Executive Center, Hollywood, FL 2019 to Present
- Sforza Residence, Bonita Springs, FL 2018 to Present
- SafeZone, LLC 2018 to Present
- Aqua Condo 280 Golden Gate Pt., Sarasota, FL 2017 to Present
- TAG Development, LLC, Punta Gorda, FL 2018 to Present
- Winter Gardens LLC vs. JWB Architects, Orlando, FL 2018 to Present
- Waterside North Condominiums, St. Petersburg, FL 2018 to Present
- Tay, Rita vs. Tampa Bay Sports (Amalie Arena), Tampa, FL 2017 - 2018
- Glazer Residence, Tampa, FL 2016
- Naples Luxury Builders, Naples, FL 2016
- Sunbow Condominiums, Holmes Beach, FL (Second Case) 2016-2018
- University Hospital, Tampa, FL 2016-2017
- KK vs One Palm, Sarasota, FL 2016-2018
- Marcos Ramos/Tracy McMenimon Residence, Tampa, FL 2016 to 2019
- WPB Const. Defect Case-Katz Residence, Pompano Beach, FL 2016
- WPB Const. Defect Case-Wilsberg Residence, Palm BCH. Gardens, FL 2016
- Winston Park Condominiums, St. Petersburg, FL 2015
- Sherman Residence, Sarasota, FL 2015
- Marilyn Pines Condominium – Unit 136, Clearwater, FL 2015 - 2016
- Rossignol vs Brede Construction, St. Petersburg, FL 2015-2017
- Waterside South Condominiums, St. Petersburg, FL 2015-2016
- Smoot – Hilliker Residence, Fort Myers, FL 2015-2016
- Testaverde Residence Water Intrusion, Palm Harbor, FL 2015
- Sunbow Condominiums, Holmes Beach, FL (First Case – Closed) 2015
- Hawthorne Village Health and Rehab, Brandon, FL 2015
- Solaire Condominium, Orlando, FL 2015
Curriculum Vitae 2019

- Farmer Residence, Tampa, FL 2015
- Senekor Residence, Naples, FL 2014
- Sienna at Celebration, Celebration, FL 2014
- ADA Shrimpy Po Boys Pub, Treasure Island, FL 2014
- St. Pete Bar Association, St. Petersburg, FL 2014
- Sarasota Ambulatory Surgical Center, Sarasota, FL 2014
- Bayfront Tower Condominiums, St. Petersburg, FL 2014
- Mirror Lake Condominiums, St. Petersburg, FL 2013 to Present
- Kritikos Residence, Jupiter Island, FL – Phase II 2013-2014
- Ferris – Kukk Architects, Naples, FL 2013
- San Matera Gardens Condo vs Weiner, Palm Beach Gardens, FL 2013 to 2017
- Cypress Manor vs. CBA, Tampa, FL 2013
- Regency Oaks, Clearwater, FL 2013
deBotari vs Regency Oaks Retirement Community, Clearwater, FL 2013
- Parkcrest II Condominiums, Harbor Island, FL 2013
- Allnari Condominiums, Sarasota, FL 2013
- Hawk vs Brief Vista (The Vista Grand At Tampa Palms Apartments)-Tampa, FL 2013
- Hidden River Condominiums, 48 Units, Tampa, FL 2012-2015
- Plaza at Five Points, Sarasota, FL 2012
- Towers of Channelside, Tampa, FL 2012 to 2017
- Residence at Sarasota Condominiums, Sarasota, FL 2012
- Alagon on Bayshore Condominiums, Tampa, FL 2011
- Waterstreet @ Celebration, Celebration, FL 2011
- Courtney Landing Condominium, Orlando, FL 2011
- Hwil Residence, Treasure Island, FL 2011-2012
- Cedar Point , Tampa Housing Authority, Tampa, FL 2011-2012
- Gables on Waterstreet at Celebration, Celebration, FL 2011
- Beach Cottages vs State Farm, Indian Shores 2011
- Kritikos Residence, Jupiter Island, FL 2011
- Tetra-Tech vs. Bailey Engineering, North Miami Beach, FL 2010-2011
- Parkcrest Condominiums, Harbor Island, FL 2010-2011
- Kritikos vs. ICS, Jupiter, FL 2010
- Diaz Residence, Hillsborough County, FL 2008-2010
- Kritikos vs. ARCS et al, Jupiter, FL 2010
- Provance Residence, Tampa, FL 2010
- Beddinghaus Case, Tampa, FL 2010
- Tequesta Trace Condominiums, Tequesta City, FL 2010
- Legends at the Gardens, Palm Beach Gardens, FL 2010
- Hyatt Aventura Towers, Aventura, FL 2009
- Moses White Apartments, Tampa, FL 2009
- Ciporkin Condominium 2009
- Lake Barrington Condominium, Naples, FL 2008
- Westminster Apartments, St. Petersburg, FL 2006
- Animal Medical Hospital, St. Petersburg, FL 2004
- Spark Residence, Pinellas Park, FL 2003
- Samon Car Wash, St. Petersburg, FL 2003
- Crossfield Residence, St. Petersburg, FL 2002
- Academy of Holy Name, Tampa, FL 2001-2003
- First Church of Christ Scientist, St. Petersburg, FL 2001-to-Present
- Skycrest Christian School at Skycrest Baptist Church, Clearwater, FL 2001
- Dayspring Episcopal Conference Center, Bradenton, FL 2001-2002
STEVEN D. LANGE ARCHITECT, FEWA, REALTOR®, GRI
The Lange Corporation, Architects * Planners, Inc.

Curriculum Vitae 2019

- First United Methodist Church, St. Petersburg, FL 1990-1998

CONTINUING EDUCATION

- Mr. Lange has successfully completed all Realtor Continuing Education requirements from 2013 to March of 2020.
- Mr. Lange has successfully completed all of his Architectural Continuing Education requirements as set forth by the State of FL, Department of Professional Regulation since March 1, 1995 up to the term ending in December of 2018.

2015-2016 CONTINUING EDUCATION

- Breakthrough Decking: Latest Developments in Wood-Alternatives
- Laser Scanning Applications for Architecture
- Fluid Applied Air Barrier Systems: Advances and Applications
- Understanding the Benefits of Cellular PVC Rails, Pergolas and Gutters
- Up and Running: Starting Your Architecture Business
- Proper Brick Masonry Detailing
- Why Galvanize
- Metal Roofing Seminar – BMC 002
- High Performance Coatings for Industrial and Decorative Floors
- Achieving Effective Acoustics
- Moisture Mitigation with Rainscreen Technologies
- Constructible Dreams: Making the World’s High Profile, High Performance Facades
- Effective Concrete Waterproofing Technologies
- Rethinking Wood as a Material of Choice: Costs Less, Delivers More
- Sustainable Choices in Luxury Fenestration
- Breaking the Rules of Boring Roofs: New Ideas take root up top
- Specification of Flooring Surfaces
- Architectural Stone Veneer – Style and Substance
- Sustainable Extruded Aluminum Trim Profiles Deliver Aesthetics and Durability
- Protecting Your Work: Specifying Proper Temporary Surface Protection During Construction
- Geothermal Heating and Cooling Systems for Commercial Buildings

2017-2018 CONTINUING EDUCATION

- Open Cell Spray Foam Insulation in Commercial Buildings
- Architectural Veneers and Cast Stone with an Integral Finish: Attributes and performances
- Delivering Architectural Aesthetics and Sustainability with Extruded Aluminum Trim
- Enhancing the Stone
- Building with Redwood Timbers
- Protection of Pedestrian and Vehicular Traffic Surfaces
- Fluid Applied Air and Water Resistive Barriers
- Concrete Restoration and Repair
- Caulks and Sealants
- ABAA Air Barrier Symposium
- Understanding the impact and transitions on façade performance
- Through-Wall Flashing Compatibility, Sustainability & Performance
Curriculum Vitae 2019

- Building Science Essentials
- Passive House Design for Multifamily Buildings
- Innovations in Solid Surface for Ventilated Rainscreen Design
- Channel Glass and Steel Curtain Wall Glazing Systems
- Design Considerations for the Modern Building Envelope
- The Evolution of EIFS

AWARDS

- St. Petersburg Preservation Award – First United Methodist Church 2000
- Certificate Of Appreciation Center against Spouse Abuse Main Residence, St. Petersburg, FL 1990
- AIA/SPPI Presentation Award First United Methodist Church Bell Tower, St. Petersburg, FL 1989
- AIA/SPPI Preservation Award Mac Fawn Residence, St. Petersburg, FL 1987
- AIA/SPPI Preservation Award Drs. Papas/Leyva Office Building, St. Petersburg, FL 1987
Michael Penley

Michael Penley is currently the owner of Quality Inspections, a Florida Licensed Home Inspection Company that did the initial property inspection of the Holiday Motel. I have spent my 45 year career in the Building Industry.

I started my career in manufacturing with Crown Door – Tampa FL. Crown manufactured residential interior, exterior doors, Fire Doors and Military Base Doors. We had 5 facilities around the United States.

Jodan Architectural – Consultant for Architectural Aluminum Products Specifically Commercial and Heavy Commercial windows, Sliding Glass Doors, Storefront and Curtainwall. I specialized in design, engineering, layout and installation of the above mentioned products. I consulted with architects on projects to replace the original wood windows and ornate trim in Historic schools in Hillsborough and Pinellas County that were built in the 1940's. Very involved in the initial development and testing of Impact glazing products after Hurricane Andrew.

Currently owner of Quality Inspections a Florida Licensed Home Inspection Company. Have successfully owned and operated this company for 18 years and performed 5500+ residential and commercial inspections.

Preformed the initial evaluation of the three buildings and the separate office and apartments at the Holiday Motel to determine the current condition.
JEROME CILENTO  
Managing Member

Pre-Construction Project Resume:

BayCare Health Urgent Care - Safety Harbor, FL  
Florida Cancer Specialist - Clearwater, FL  
St. Joe's Urgent Care - Riverview, FL  
BayCare Health Remodel Projects (Multiple Locations)  
Power Design Office Building, St. Petersburg, FL  
IDA Self Storage Projects (Multiple Locations)  
Be Safe Self Storage - Apex, NC  
Heartland Dental - Port Orange, FL  
Starbucks (Multiple Locations)  
Trinity Spine Center - Trinity, FL  
Walgreens (Multiple Locations)  
Sprouts Farmer's Market - Tampa, FL  
Walmart Neighborhood Market - Cape Coral, FL  
Walmart Remodel (Multiple Locations)  
Circle K Stores (Multiple Locations)  
Jiffy Lube (Multiple Locations)  
Dunkin' Donuts (Multiple Locations)  
7-Eleven (Multiple Locations)  
Aldi Markets (Multiple Locations)  
Chase Bank - Ocala, FL

Professional Biography:

Cofounder and currently Managing Member of Bay to Bay Properties LLC, a Construction Management Firm since conception in 2008. His heritage runs deep in the building industry following his late father's footsteps and studying at the University of Florida School of Building Construction. Jerome's perseverance and leadership qualities took a vision into reality. The firm is now an industry leader focusing on national brands including Walmart, Aldi, Wawa, Circle K, and Chase Bank to name a few. Bay to Bay Properties LLC has been awarded Best Places to Work, Top 50 Contractors, 50 Fastest Growing Companies and Top 100 West Florida Builders. Jerome's servant leadership skills have cultivated an environment of trust and transparency, core values that instills within his team. Jerome is also a big believer in giving back to the community, exemplifying the same leadership qualities to his wife and three children. He and his family volunteer and host a multitude of community outreach programs. He currently sits on the Planning and Zoning Board for his local community and assist with city fundraising activities. Jerome is also affiliated with the Skip Cline Society a not for profit organization focusing on advancing the future of healthcare and improving pediatric services within the local hospitals. In his free time Jerome enjoys spending time with his family and friends. Activities include boating and fishing at his home town, Clearwater Florida.

Education and IT:

University of Florida  
Rinker School of Construction  
1998-2002

- PlanSwift - Estimating Software
- Procore - Project Management and Bid Coordination
- Microsoft Project - Project Scheduling
- Microsoft Excel - Cost Analysis Spreadsheets

Bay to Bay Properties, LLC
From: Daniel Okon <burst@emailmeform.com>
Sent: Friday, March 08, 2019, 3:58 PM
To: council@stpete.org; info@preservetheburg.org; laura.duukot@stpete.org
Subject: Keep St. Petersburg Special - The Holiday Motel - Let's Reuse our Tourism Past!

Name*: Daniel Okon
Address: 288 Beach Dr NE Apt 11B
Saint Petersburg, FL 33701
Email*: dan.okon@outlook.com

Commissioners:: We all need to work hard to keep St. Petersburg special!
You can email the letter as set forth below or edit to add your own personal comments. *

However, preserving The Holiday Motel on 4th St. N. at 24th Ave. is just not necessary!
It is a commercial establishment in disrepair without any means of restoring it to a viable business. Please, let it be sold and the property developed to further the future of our city!

Email: dan.okon@outlook.com

*** Text Database Entry ***
"Name","Address","Email","You can email the letter as set forth below or edit to add your own personal comments. ","Email","Email"
"Daniel Okon","288 Beach Dr NE Apt 11B Saint Petersburg, FL 33701 
","dan.okon@outlook.com","Commissioners:: We all need to work hard to keep St. Petersburg special! However, preserving The Holiday Motel on 4th St. N. at 24th Ave. is just not necessary! It is a commercial establishment in disrepair without any means of restoring it to a viable business. Please, let it be sold and the property developed to further the future of our city!","dan.okon@outlook.com",""
April 5, 2019

To: Katherine Connell, Clerk  
Community Planning and Preservation Commission – April 9, 2019  
St. Petersburg City Council – May 2nd and 16th, 2019  
Re: Subject Property - The Holiday  
From: Thomas H. Gregory

I am an eighty-one-year-old, third generation, resident of St. Petersburg. My present physical disabilities and family situation prevent my attending in person. My secular background includes previous licensing as a FL CPA, Broker (Series 7 and 66), and FL Insurance Agent. My clergy M.Div. allowed me to serve two United Methodist churches after my secular career. My community service record includes being a Member and Chair of The Florida Ethics Commission; and, Member and Chair of the St. Petersburg College (nee: SPJC) Board of Trustees among other examples.

Thank you for allowing me to present my thoughts to you today. I will keep the following remarks very brief on purpose.

My paternal Grandfather, Thomas Alfred (T.A.) Gregory, is named on the St. Petersburg Pioneer listing in the park adjacent to the St. Petersburg Yacht Club. He came to St. Petersburg around 1900. My maternal Grandfather, William Henry Good, was a contractor/builder of many of the homes in old Northeast St. Petersburg who came to St. Petersburg in the 1920’s. Both of my Grandfathers were owners of multi-family residences during the 1930’s and 1940’s when the residential tourist trade was at its height. My Father and Mother, Harlan and Margaret Good Gregory, purchased the subject property in the early 1950’s. My Mother, named the property “The Holiday”, NOT the Holiday Motel.

The definition of “historic” implies something belonging to the past that is important. Just as faith is not something acquired by reason but by personal acceptance; being historic is something which is not determined by looks (i.e. - multi-colored doors); but, by being considered important from a broader perspective and general acceptance.

The properties which my family operated many years ago (i.e. - T.A Gregory at 808 Arlington Avenue North; and William Henry Good at 4th Street and 8th Avenue North – “The Orangewood”), might have qualified for being historical examples of the many such facilities which were a part of St. Petersburg’s history. The subject property was, in my opinion, never a “motel”; not when I.E and Mame Wilmarth owned it from 1939; not while my parents owned it in the 1950’s; nor, to my knowledge, at any time since. It was originally a residential (seasonal) housing facility. In addition, the subject property is not, in my opinion, historic.
Thank you for your consideration of my concerns.

Thomas Harlan Gregory
1095 Pinellas Point Drive North
#467
St. Petersburg, FL 33705
Katherine J. Connell

From: Michelle Moreno <chelle.moreno@gmail.com>
Sent: Wednesday, April 03, 2019 3:22 PM
To: Katherine J. Connell
Subject: HOLIDAY MOTEL

Dear CPPC member:
As a neighbor of the Holiday Motel, I object to its designation as a historic property. The Holiday Motel perhaps once served tourists, but today offers no historic use or quality that the city should desire from its historic structures. The nondescript architecture, placement of the buildings, size of the buildings and quality of the construction eliminate any potential historic benefit that could exist. Nostalgia should not be the basis for designation of historic properties. Our neighborhood has many traditional qualities – and retaining this transient housing does not contribute to that quality. Please do not designate this as a historic property. I cannot attend the meeting next week but wanted to be sure you were aware of my objection.

Sincerely,
Michelle Moreno Sargeant
729 26th Ave N
I wanted to send the following letter of objection; however, I also wanted to let you know that I will be attending the CPPC meeting and would like to register to speak on behalf of Crescent Heights (as I am the current President of CHNA). Do I need to pre-register to get three minutes of time to speak?

Dear CPPC member:

As a neighbor of the Holiday Motel, I object to its designation as a historic property. The Holiday Motel perhaps once served tourists, but today offers no historic use or quality that the city should desire from its historic structures. The nondescript architecture, placement of the buildings, size of the buildings and quality of the construction eliminate any potential historic benefit that could exist. Nostalgia should not be the basis for designation of historic properties. Our neighborhood has many traditional qualities — and retaining this transient housing does not contribute to that quality. Please do not designate this as a historic property. I can attend the meeting next week but wanted to be sure you were aware of my objection.

Sincerely,

Jennifer Wright
737 26th Ave N
Dear CPPC members:

As a neighbor of the Holiday Motel, I object to its designation as a historic property. The Holiday Motel perhaps once served tourists, but today offers no historic use or quality that the city should desire from its historic structures. The nondescript architecture, placement of the buildings, size of the buildings and quality of the construction eliminate any potential historic benefit that could exist. Nostalgia should not be the basis for designation of historic properties. Our neighborhood has many traditional qualities – and retaining this transient housing does not contribute to that quality. Please do not designate this as a historic property. I cannot attend the meeting next week but wanted to be sure you were aware of my objection.

Sincerely,

Kevin and Amy Kelso
765 24th Ave N, St Petersburg, FL 33704
Dear CPPC member:
As neighbors of the Holiday Motel, we object to its designation as a historic property. The Holiday Motel perhaps once served tourists, but today offers no historic use or quality that the city should desire from its historic structures. The nondescript architecture, placement of the buildings, size of the buildings and quality of the construction eliminate any potential historic benefit that could exist. Nostalgia should not be the basis for designation of historic properties. Our neighborhood has many traditional qualities - and retaining this transient housing does not contribute to that quality. Please do not designate this as a historic property. We cannot attend the meeting next week but wanted to be sure you were aware of my objection.
Sincerely,
Doug & Charki Schafer
800 24th Ave N
St Petersburg FL 33704
Katherine J. Connell

From: Beth Sloan <beth@techguyjoe.com>
Sent: Saturday, April 06, 2019 11:41 AM
To: Katherine J. Connell
Subject: Holiday Motel Historic Landmark Designation/Crescent Heights

Hello--

As residents of Crescent Heights, we DO NOT support the designation of the Holiday Motel as a historic landmark. Our neighborhood has many traditional qualities, and retaining this TRANSIENT structure does not contribute to this. There is nothing historic about it.

We do support the Armstrong Development proposal for the re-development. The company has worked closely and diligently with our neighborhood association to address our concerns and have consequently made changes and alterations to their initial plans. We are unable to come to the Tuesday meeting at 2PM since we both work.

Please do not designate this as a historical property.

Thank you for your consideration.

Sincerely,
Beth and Joseph Sloan
605 24th Ave. N
St Petersburg, FL 33704
Ms Connell:

I live just two blocks in from 4th St on 24th Ave in Crescent Heights. One side of the Holiday Motel complex is at the end of of my street. I have lived here for 9 years and although have never experienced any direct negative impact-i.e. criminal or disruptive incidents-it has been a concern from the day I moved into the neighborhood. I certainly am in favor of clean, modern, well-kept, inexpensive motels or apts for all of us, I am no person of means and have rented inexpensive apts in the past and have stayed at small motels. However, the Holiday Motel complex no longer represents a model of a modern or renovated motel but instead is a patched together, worn and slightly seedy establishment that seems to be existing on fumes and Scotch tape. Again I repeat: we desperately need affordable housing. We need inexpensive, safe, clean, modern hotels. But the Holiday Motel does not represent either of those things.

It is not a necessary addition to a historical registrar, it-in my opinion obviously-does not present itself as particularly unique architecturally. It is old and in being so conveys a sense of nostalgia or charm, but there are many extant buildings that convey those qualities. My own home is from 1938, however, if I were to sell my house I am not desperately hoping it is left standing. It is a fine, charming house but it is an old house and may have seen its day without extensive renovations. I would not expect a new owner to feel legally bound to spend $50,000 or more to refurbish and upgrade an 80+ year old home as opposed to building a new home.

My hope and support for(an amendment, clause, statute etc.)would be that whatever replaces my home or this case the Holiday Motel, would be in keeping with the style of the neighborhood and would be finished i.e. trim, moldings, landscaping, etc and not a cheap, crude “box”, built quickly and in spite of the neighborhood it is in.

I would support Armstrong Properties if they were considerate of the conditions mentioned above. I have never been a fan of having a motel at the end of a residential street and would hope their plans do not include such.

Thank you,

Steven K Mitchel
629 24th St, N
St Petersburg, FL 33704
The following page(s) contain the backup material for Agenda Item: Setting May 16, 2019 as the public hearing date for the following proposed Ordinance: Ordinance amending Chapters 3, 11, 12 and 16, City Code of Ordinances, providing amendments to the code to clarify its application to noise related issues, modify progressive penalties for noncompliance, add certain suspensions for violations, add appeal of certain suspensions for violations, add a fee for appeal of certain suspensions of violations, strengthen noise related standards for non-residential outdoor uses and sidewalk cafes, and providing for the implementation of noise mitigation and monitoring plans. Please scroll down to view the backup material.
TO: The Honorable Charlie Gerdes, Chair, and Members of City Council


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

ORDINANCE ____-H amending Chapters 3, 11, 12 and 16 of the City Code of Ordinances (Alcoholic Beverages, Noise Pollution and Land Development Regulations), to update noise regulation standards.

A detailed analysis of the request is provided in the attached staff report and the summary of proposed noise related amendments.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

PSI Committee

The Public Safety and Infrastructure Committee of City Council (PSI) has conducted numerous meetings to review and discuss options for updating the Noise Ordinance (Chapter 11 of the Code) going back over two years. On January 24, 2019, the PSI approved moving forward with what is referred to as “Option 1.” Option 1 includes amendments to three Code Chapters; Chapter 3, Alcoholic Beverages, Chapter 11, Noise Pollution and Chapter 16, the Land Development Regulations. A summary of all of the Code amendments recommended by the PSI are attached, along with the minutes from the most recent meeting on January 24, 2019. Among the changes are revisions to the penalty section of Noise Pollution Chapter, which includes a formal warning, higher fines and, for multiple repeat offenders, the potential for suspension of extended hours and/or sidewalk café permits. Not included in the summary of the amendments is a change to Chapter 12, Fees, to add a $250 fee for appeal of suspension of an extended hours permit (Section 7 of the proposed ordinance).

Two issues related to the noise monitoring and mitigation plans were discussed at the January 24th PSI meeting. The first related to when a noise mitigation and monitoring plan should be required for a new business replacing an existing business with an existing outdoor area. Direction was provided to staff to more narrowly tailor the applicability to only those that have operating hours past 11:00 p.m. Otherwise the trigger for preparing a plan would related to new or expanded outdoor areas with amplified sound systems, located within 1,000 feet of a residential use. The other recommendation was for staff to determine if the ordinance can be amended to require a noise mitigation and monitoring plan as one step in the progressive penalty system. Staff has revised the ordinance to incorporate these two changes.
Development Review Commission ("DRC"):  
The DRC was responsible for making a recommendation related to the Chapter 16 (LDRs) portion of the amendments only. On March 6, 2019 the DRC found the proposed amendments to the LDRs consistent with the Comprehensive Plan. Discussion by the DRC about the amendments included the reasoning behind the revised fine system, the choice of remaining with a plainly audible standard, applicability to residential areas and the opportunity for revisiting the City's noise regulation system in the future. Three members of the public, all downtown residents, after expressing reservations about the amendments, indicated their support.

Stakeholder Meetings  
Three large stakeholder meetings were held on October 26, 2016, May 29, 2017 and March 6, 2018. There were sixteen additional small stakeholder meetings held during this timeframe.

Recommended City Council Action:  
1. CONDUCT the first reading of the proposed ordinance; and  
2. SET the second reading and adoption public hearing for May 16, 2019.

Attachments: Proposed Ordinance; Noise Ordinance Update Table dated May 2, 2019; PSI Minutes dated January 24, 2019; DRC Memo dated March 6, 2019
ORDINANCE NO.____

AN ORDINANCE AMENDING CHAPTER 3, SECTION 3-8.; CHAPTER 11, ARTICLE III, SECTIONS 11-47., 11-49., 11-50., 11-53. AND 11-54.; CHAPTER 12, SECTION 12-6.; AND CHAPTER 16, SECTIONS 16.50.310., 16.50.320., 16.50.370.8.19., AND 16.70.030.1.7. OF THE ST. PETERSBURG CITY CODE; PROVIDING FINDINGS; AMENDING PROVISIONS RELATED TO PERMITS FOR EXTENDED HOURS FOR ALCOHOLIC BEVERAGE SERVICE; AMENDING DEFINITIONS; AMENDING EXEMPTIONS RELATED TO THE EMISSION OF SOUND FROM MOTORBOATS; AMENDING PENALTIES FOR NONCOMPLIANCE; PROVIDING FOR SUSPENSION OF PERMITS FOR EXTENDED HOURS FOR ALCOHOLIC BEVERAGE SERVICE AND SIDEWALK CAFÉ PERMITS FOR REPEATED NONCOMPLIANCE; PROVIDING FOR THE CITY’S RIGHT TO SEEK INJUNCTIVE RELIEF; PROVIDING A PROCEDURE FOR APPEALS; ESTABLISHING THE REGULATION OF AMPLIFIED SOUND FROM MOTORBOATS; PROHIBITING OPEN BUILDING DOORS THAT RESULT IN INCREASED EMISSION OF SOUND; AMENDING THE REGULATIONS GOVERNING SIDEWALK CAFÉ SPEAKER ORIENTATION; AMENDING THE OUTDOOR AMPLIFIED SOUND REGULATIONS FOR SIDEWALK CAFES; CLARIFYING THE PURPOSE AND APPLICATION OF THE RECEIVING LAND USE TABLE; PROVIDING A FEE AMOUNT FOR THE APPEAL OF A SUSPENSION OF A PERMIT FOR EXTENDED HOURS FOR ALCOHOLIC BEVERAGE SERVICE; AMENDING THE USE SPECIFIC REGULATIONS AND DESIGN STANDARDS RELATED TO PRIVATELY OWNED NON-RESIDENTIAL OUTDOOR SPACES AND ACCESSORY OUTDOOR AREAS BY REQUIRING THE IMPLEMENTATION OF NOISE MITIGATION AND MONITORING PLANS FOR SIDEWALK CAFES, RESTAURANTS, BARS AND OTHER NON-RESIDENTIAL PRIVATELY OWNED OUTDOOR PLACES AND ACCESSORY OUTDOOR AREAS; PROVIDING FOR INTERNAL CONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, residents of the City of St. Petersburg have a right to express themselves and enjoy the sounds that enhance the quality of their lives; and
WHEREAS, excessive amplified sound can be a serious hazard to the public health, welfare, safety, and the quality of life for City residents; and

WHEREAS, City residents have a right to be free from harmful and disturbing levels of sound; and

WHEREAS, the City has a substantial interest in protecting its residents from harmful and disturbing levels of sound; and

WHEREAS, it is the policy of the City to prevent harmful and disturbing levels of sound that may jeopardize the health, welfare, or safety of its citizens or degrade the quality of life while protecting the rights of citizens to enjoy sounds that are important to their quality of life and necessary for daily work and leisure activities; and

WHEREAS, the City intends to treat the commercial establishments who have helped the City prosper fairly and recognizes the right to free speech enjoyed by those establishments and their need to utilize amplified sound as a means of continuing their successful commercial endeavors; and

WHEREAS, the City's enactment and enforcement of the provisions of this ordinance shall be content neutral with regard to the regulated sound.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Chapter 3, Section 3-8(h) of the St. Petersburg City Code is hereby amended to read as follows:

Section 3-8. - Permits for extended hours for alcoholic beverage establishments.

(h) Suspension and revocation.

(1) Suspension. The Chief of Police may suspend a permit for 30 days if the Chief determines that a permittee has committed any one or more of the following acts and that the permittee has not taken reasonable actions to prevent future occurrences:

a. Two or more convictions for violating the same provision of the City Code relating to the operation of the establishment within two years which violations negatively impact the safety or security of patrons;
b. Engaged in, or allowed, the use of alcoholic beverages at the establishment after closing hours by any person;
c. Refused to allow an inspection of the establishment as authorized by this section;
d. Knowingly permitted the use of controlled substances at the establishment, or should have known of the use of a controlled substance and has not taken the necessary actions to prevent future occurrences;
e. Knowingly permitted gambling by any person at the establishment;
f. Knowingly permitted, or should have known of, the possession or consumption by a minor of an alcoholic beverage at the establishment, or the sale to a minor of an alcoholic beverage at the establishment, or allowed a minor to enter and remain at the establishment;
g. Convicted of violating any condition of a permit;
h. Provided inadequate security on more than two occasions in a year. The Chief shall notify the establishment in writing, by hand delivery to the establishment and first class mail to the permittee, within ten calendar days of each occasion when there has been inadequate security and how the security was inadequate. Inadequate security means, for the purposes of this section, that a violent crime occurred at the establishment or in the right-of-way abutting the establishment, that could have been avoided with the implementation of one or more security measures including but not limited to: the establishment did not provide at least one security officer per each 150 occupants or any portion thereof (bartenders, barbacks and other employees with duties unrelated to security shall not be counted as a security officer), did not warn patrons on entry, or did not have full video surveillance of all public areas at the establishment with signs posted which warn the public.
i. Failed to comply with any condition of an approved security or noise mitigation or monitoring plan in accordance with Section 16.50.310.3.
j. Failed to comply with the requirements of Chapter 11, Article III, Noise Pollution. In the event of any conflict between this Chapter and Chapter 11, Article III, concerning noise issues, the provisions of Chapter 11, Article III shall govern.

(2) Suspensions will continue for the full 30 days and no permit shall be issued during the suspension for the establishment.

(3) Revocation. The Chief may revoke a permit if the permit is suspended twice (not including suspensions for violations related to noise) within any 12-month period or if the Chief determines that a permittee has committed any one or more of the following acts and that the permittee has not taken reasonable actions to prevent future occurrences:

a. The permittee has given false or misleading information in the material submitted during the application process;

b. The permittee has knowingly allowed the sale of controlled substances or any derivative thereof at the establishment;

c. The permittee allowed a member of the public to enter the establishment, and allowed the person to be served or to consume any alcoholic beverage, during a period of time when the permit was suspended.

(4) A revocation is effective for one year. The permittee shall not be issued a permit for the establishment, or any other establishment, for one year from the date the revocation became final. If, subsequent to revocation, the Chief determines that the basis for the
revocation action has been corrected or abated, or determines that the permittee has taken action to ensure that the basis for the revocation will not occur again, which action(s) the Chief reasonably believes will ensure that the basis for the revocation will not occur again, the permittee may be granted a new permit if at least 90 days have elapsed since the date the revocation became final. The permittee shall reapply for a new permit in the same manner as for the initial permit.

(5) Notice of a suspension or revocation shall be made in writing, by hand delivery to the establishment and first class mail to the permittee at the address provided in the application. The notice shall identify the length of the suspension or revocation and the date of the first and last day the suspension or revocation is effective.

(6) For a suspendable offense unrelated to noise, prior to and in lieu of suspension, the permittee may implement a security plan approved by the Chief which the Chief reasonably believes will ensure that the basis for the suspension will not occur again. The security plan shall include specific measures to address any concerns the Chief may have. In addition to the concerns related to the suspendable offense, the Chief may consider any other issues with the establishment in approving a security plan. Other issues may relate to any citizen complaints, city code issues or law enforcement issues or responses to calls. Conditions of the security plan may include, but are not limited to, requirements for the hiring of off duty law enforcement officers, private interior security persons, doormen, wanding of patrons, installation of security cameras, and employee training. Requirements for the hiring of officers or employees may be limited to certain days. The security plan shall be in effect for six months. Payment for the cost of off duty law enforcement officers shall be made in advance or an acceptable plan for payment must be made which must be approved by the Chief. If this option is used by a permittee, it shall still count as a suspension for the purposes of revocation.

(7) The fact that a conviction is being appealed shall have no effect on the suspension or revocation of the permit.

SECTION 2. Chapter 11, Section 11-47 of the St. Petersburg City Code is hereby amended to add a definition of amplification device in the correct alphabetical order and to amend the definition of privately owned outdoor place to read as follows:

Amplification device means any device, whether freestanding or an integrated component of a larger device (such as an integrated speaker), which augments sound by electronic or any other means in a manner that increases the sound level or volume.

Privately owned outdoor place means any real property and the outside of structures thereon, that is owned or controlled by a private person or other private entity, including any publicly owned outdoor place that is leased to a private person or private entity (or for which they have received a long term permit to use, e.g., sidewalk cafes, sidewalk retail areas, pushcart vending locations) but does not include any publicly owned outdoor place that a private person or private entity has received a temporary permit to use (e.g., park or street closure permit)
SECTION 3. Chapter 11, Section 11-49 of the St. Petersburg City Code is hereby amended to read as follows:

Section 11-49. - Exemptions.

The provisions of this article shall not apply to the following:

(1) The emission of sound for the purpose of alerting persons to the existence of an emergency.

(2) The emission of sound in the performance of emergency work.

(3) The emission of sound in the performance of an activity for which, pursuant to this article, the POD has expressly given a temporary, emergency waiver from this chapter when time would not permit the obtaining of a waiver pursuant to section 11-84.

(4) Aircraft and airport operations.

(5) Motorboats engines, and-marina operations and port operations. This exemption does not apply to amplified sound arising from the use of amplification devices on motorboats.

(6) The unamplified human voice. The use of a megaphone or similar device shall be considered to amplify the human voice.

(7) Railroad operations.

(8) Warning devices required on vehicles by any State or federal laws or regulations.

(9) The emission of sound from the lawful operation of motor vehicles on a right-of-way, except as prohibited in section 11-53 and any State or federal laws.

(10) The emission of sound from lawful and proper activities on school grounds, playgrounds, parks (except as specifically prohibited in section 11-53) or places primarily used for athletic contests.

(11) The emission of sound from the operation of essential service vehicles (e.g., police and fire vehicles, sanitation and stormwater management vehicles).

(12) The emission of sound from the operation of power tools and lawn and garden tools between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday and between 11:00 a.m. and 7:00 p.m. on Sundays and national holidays.

(13) Impulsive sound.

(14) Noncommercial unamplified public speaking and public assembly activities conducted on any publicly owned place.

(15) The emission of an unamplified sound from sporting activities on private property.

(16) The emission of sound from construction activities pursuant to a valid construction permit which is in compliance with the days and hours of operation section of chapter 8 (currently section 8-7).
SECTION 4. Chapter 11, Section 11-50 of the St. Petersburg City Code is hereby amended to read as follows:

Section 11-50. - Penalty.

(a) Any person or business violating any of the provisions of this article, or any person at a business allowing a violation of this article shall be prosecuted and upon conviction thereof be punished as provided in section 1-7 and section (b) hereof. Fines shall be as provided in subsection (b) hereof.

(b) The first violation of any provision of this division shall result in a written warning. The first second violation of any provision of this division within 365 days after a written warning is issued is punishable by a fine in the amount of $500.00. Class I fine as established by administrative order of the Court. Any subsequent violations of this division which is issued within a one year of another violation resulting in a $500.00 fine, which has been disposed of in any way other than a dismissal or finding of not guilty by a court, shall be punishable by a fine of $350.00-500.00. Any third violation of this division within a one year period, and any additional violations, issued within a calendar year of two previous violations, which have been disposed of in any way other than a dismissal or finding of not guilty by a court, shall be punishable by a fine of $500.00. For any additional violation of this division within 365 days of two violations which resulted in a fine of $500.00 as prescribed herein, and which have been disposed of in any way other than a dismissal or finding of not guilty by a court, the City may impose a thirty (30) day suspension of a City issued extended hours permit for establishments serving alcoholic beverages or a sidewalk café permit, or both. Concurrent with or independent of any sidewalk café or extended hours permit suspension imposed by the City following two violations which resulted in a fine of $500.00 fine within 365 days, the City may also require preparation of a noise mitigation and monitoring plan in accordance with Section 16.50.310.3 within 90 days of the violation.

(c) Notice of a suspension shall be made in writing, by hand delivery to the establishment and by first class mail to the permittee at the address provided in the permit application. The notice shall identify the length of the suspension and the date of the first and last day the suspension is effective.

(d) An appeal of a sidewalk café permit suspension enforced under the terms of this section may be brought pursuant to Chapter 16, Section 16.70.030.1. of the City Code. An appeal of an extended hours permit suspension enforced under the terms of this section may be brought pursuant to Section 3-8(i) of the City Code. This subsection applies only to sidewalk café or extended hour permit suspensions related to violations of this division and is not intended to alter or otherwise affect the codified appeal procedures for permit suspensions imposed on other grounds.
(e) Concurrent with or independent of the suspension of any City issued late night permit or sidewalk café permit, or both, the City may pursue injunctive relief against a violator in order to prevent future violations of this division.

(f) In cases where a violation of the provisions of this division occurs in or upon an establishment owned or controlled by an incorporated entity or limited liability company registered to conduct business in the State of Florida, the warning, monetary citations, permit suspension and/or injunctive relief, as applicable, shall be applied and enforced against such entity, and the registered agent of the entity shall be served by mail with notice of the warning or violation.

SECTION 5. Chapter 11, Section 11-53 of the St. Petersburg City Code is hereby amended to read as follows:

Section 11-53. – Loud and raucous and unnecessary noises enumerated.

The following acts, among others, and the causing thereof, are declared to be loud, raucous, disturbing, and/or excessive noise, posing a threat to the health, safety and welfare of the residents of the City, and therefore unlawful and in violation of this article:

(1) Motor vehicles in the vehicular travel portion of a right-of-way or motorboats moored or operating in waters within the City’s jurisdiction

a. Operating or amplifying the sound produced by a radio, tape or compact disc player, or other mechanical or electronic sound-making device or instrument or amplification device from within a motor vehicle which is located in the paved or vehicular travel portion of a right-of-way, including parking areas in the right-of-way, or a motorboat moored or operating in waters within the City’s jurisdiction, so that the sound is plainly audible at a distance of 50 or more feet from the motor vehicle or motorboat to any person other than the operator and any passengers in the motor vehicle or motorboat between the hours of 8:00 a.m. and 11:00 p.m.

b. Operating or amplifying the sound produced by a radio, tape or compact disc player, or other mechanical or electronic sound-making device or instrument or amplification device from within a motor vehicle which is located in the paved or vehicular travel portion of a right-of-way, including parking areas in the right-of-way, or motorboat moored or operating in waters within the City’s jurisdiction, so that the sound is plainly audible at a distance of 25 feet or more from the motor vehicle or motorboat to any person other than the operator and any passengers in the motor vehicle or motorboat between the hours of 11:00 p.m. and 8:00 a.m. the following morning.

c. Operating a motor vehicle not equipped with a muffler, or other sound dissipative device required by any applicable law, in good working condition so as to effectively prevent loud or explosive noise, so that the sound is plainly audible at a distance of 100 feet or more from the motor vehicle to any person other than the operator and any
passengers in the motor vehicle between the hours of 11:00 p.m. and 8:00 a.m. the following morning.

d. The provisions of this section shall not apply to any law enforcement vehicle or motorboat equipped with any communications device necessary in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.

e. The provisions of this section do not apply to the sounds made by a horn or other warning device required or permitted by any applicable law.

f. The restrictions described herein are greater than those set forth in the following subsection (2), Publicly-owned outdoor places including the right-of-way, and in the event of a conflict concerning a motor vehicle in the paved or vehicular travel portion of a right-of-way including parking areas in the right-of-way, the restrictions set forth herein shall govern.

(2) Publicly-owned outdoor places including right-of-way.

a. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any parks, playgrounds, beaches, recreation areas or any other outdoor publicly owned outdoor place or right-of-way so that the sound is plainly audible to any person at a distance of 50 feet or more from the source of the sound between 11:00 p.m. and 8:00 a.m. the following morning.

b. For activities which have not received a park or street closure permit from the City, playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any parks, playgrounds, beaches, recreation areas or any other outdoor publicly owned outdoor place or right-of-way so that the sound is plainly audible to any person at a distance of 200 feet or more from the source of the sound between 8:00 a.m. and 11:00 p.m.

c. For activities which have received a park or street closure permit from the City, playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any parks, playgrounds, beaches, recreation areas or any other outdoor publicly owned outdoor place or right-of-way so that the sound is plainly audible to any person at a distance of 5,000 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m. This distance is primarily intended to be utilized for permitted outdoor concerts and other large gatherings, it being understood that because of the unique location of the parks along the waterfront that sound may travel greater distances over the water so that
at times some of the sound may be briefly audible at a distance greater than those set forth herein.

In any park or street closure permit, the POD may reduce the maximum distance from the distance set forth herein, based on the number of the expected participants of the permitted event and the area reserved for the event. The reduced distance shall be specifically identified in the permit.

d. For activities which are sponsored or cosponsored by the City, playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any park or right-of-way shall comply with any conditions of the sponsorship or cosponsorship which place a specific, lesser distance limitation on any amplified sound than is otherwise set forth in subsection

e. Sidewalk cafés. Any speakers placed outside a building in or over the right-of-way in a sidewalk café, shall be permanently mounted overhead and shall be oriented downward toward the sidewalk. No speaker is allowed in a sidewalk café unless such speaker is specifically identified on the approved plan for the sidewalk café permit. No sound shall be audible from the speakers when the sidewalk café is not open and operating.

(3) Buildings.

a. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any building in a nonresidential zoning district so that the sound is plainly audible to any person at a distance of 100 feet or more from the building between 11:00 p.m. and 8:00 a.m. the following morning.

b. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any building in a residential zoning district so that the sound is plainly audible to any person at a distance of 25 feet or more from the building between 11:00 p.m. and 8:00 a.m. the following morning.

c. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any building in a residential zoning district so that the sound is plainly audible to any person at a distance of 500 feet or more from the building between 8:00 a.m. and 11:00 p.m.

d. Sound which may escape a building during the normal use of doors for ingress and egress shall not be a violation of this section. Doors may not be propped or locked open if the result of the open door is an increased emission of sound from the building.
e. All indoor speakers located within 20 feet of a doorway which opens onto a right-of-way shall be oriented away from the doorway. Such distance shall be measured from the closest part of the door to the closest part of the speaker.

f. No speakers may be placed in or over the right-of-way unless the abutting business has an approved plan in a sidewalk café permit which identifies the speaker locations.

(4) Privately-owned outdoor places.

a. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine or device that produces, reproduces or amplifies sound in any privately-owned outdoor place in a nonresidential zoning district so that the sound is plainly audible to any person at a distance of 100 feet or more from the source of the sound between the hours of 11:00 p.m. and 8:00 a.m. the following morning.

b. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine or device that produces, reproduces or amplifies, when coupled with an integrated or separate amplification device, emits sound in any privately-owned outdoor place at a nonresidential use, when making sound is not the principal use of the property (e.g., the outdoor deck of a restaurant), so that the sound is plainly audible to any person at a distance of 1,000 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m. (12:00 midnight on Fridays, Saturdays and the days before a national holiday, this is an exception to subsection (4)a of this section). Wherever possible, outdoor speakers shall be oriented away from residential properties or in the direction that reduces the amount of sound directed at the closest residential properties.

c. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine or device that produces, reproduces or amplifies sound in any privately-owned outdoor place, when making sound is the primary, lawful permitted use of that portion of the property (e.g., a performance venue), so that the sound is plainly audible to any person at a distance of 3,000 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m. (12:00 midnight on Fridays, Saturdays and the days before a national holiday, this is an exception to subsection (4)a of this section).

d. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier, or other machine object or device that produces, reproduces or amplifies, when coupled with an integrated or separate amplification device, emits sound in any privately-owned outdoor place at a residential use, so that the sound is plainly audible to any person at a distance of 500 feet or more from the source of the sound between the hours of 8:00 a.m. and 11:00 p.m.
e. Playing, using, operating or permitting to be played, used, or operated any radio, compact disc or tape player, musical instrument, drum, phonograph, sound amplifier or other machine or device that produces, reproduces or amplifies sound in any privately owned outdoor place in a residential zoning district so that the sound is plainly audible to any person at a distance of 25 feet or more from the source of the sound between 11:00 p.m. and 8:00 a.m. the following morning.

f. For the purposes of this section, the operation or playing of the above enumerated machines or devices shall be deemed to be outdoors if the musical instrument or speakers are not located within a building or other structure which is fully enclosed by walls and a roof and all doors and windows are closed.

(5) Sidewalk cafés. Any speakers placed outside a building in or over the right-of-way in a “sidewalk café” as that term is defined in Chapter 16 of the City Code shall be permanently mounted overhead (preferably under an awning or other overhang feature) and oriented downward at an angle of 45 degrees or less toward the sidewalk café. No speaker is allowed in a sidewalk café unless such speaker is specifically identified on the approved plan for the sidewalk café permit. Sound shall not be plainly audible from the sidewalk café speakers at a distance greater than 200 feet between 8:00 a.m. and 11:00 p.m., and at a distance greater than 50 feet between 11:00 p.m. and 8:00 a.m. No sound shall be plainly audible from the speakers when the sidewalk café is not open and operating.

(5)(6) Bullhorns and air horns. Directing a bullhorn, or other handheld device used for the amplification of the human voice, or air horn at any person within 25 feet of the person using the device at the time it is used. This section shall not prohibit the use of these devices when directed in another direction (e.g., upward or downward) when a person is within 25 feet.

(6)(7) Street sales. Offering for sale or selling anything by shouting or outcry within any residential zoning district between the hours of 6:00 p.m. and 8:00 a.m. the following morning and at any time within a noise sensitive zone.

(7) (8) Animals and birds. Owning, possessing, or harboring any animal, including birds, which frequently or for continued duration makes sounds, which are of a character, intensity or duration as to be detrimental to the life, health or welfare of any individual of ordinary habits and sensitivities.

(8) (9) Refuse and recyclable materials collection vehicles. Collecting refuse or recyclable materials with a refuse or recyclable materials collection vehicle in a residential zoning district or noise sensitive zone between the hours of 7:00 p.m. and 7:00 a.m. the following morning.

(9) (10) Stationary nonemergency signaling devices. Sounding or permitting the sounding of any signal from any stationary bell, chime, siren, whistle or similar device intended primarily for nonemergency purposes, from any place, for more than ten consecutive seconds or for more than six such instances within any hourly period or before 7:30 a.m. or after 6:00 p.m., except that soundings on the hour shall be allowed for up to 30 consecutive seconds. When chimes sound
the hour, that portion of the sounding that identifies the hour shall be exempt from this time limitation.

(40) (11) Emergency signaling device.

a. The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, siren, whistle or similar stationary emergency signaling devices, except for emergency purposes or for testing, as provided in this section.

b. Testing of a stationary emergency signaling device shall occur at the same time of day each time a test is performed, but not before 10:00 a.m. or after 4:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall the test time exceed 60 seconds.

c. Testing of the complete emergency signaling system, including the functioning of the signaling device and the personnel response to the signaling device, shall not occur more than once in each calendar month. This testing shall not occur before 10:00 a.m. or after 4:00 p.m. There shall be no time limit for a complete system testing.

(44) (12) Emergency generators and other emergency equipment.

a. Generators and other equipment designed to be used during emergency situations shall be exempt from this article during periods of emergency.

b. Testing of generators and other equipment designed to be used during an emergency situation is exempt from this article between the hours of 10:00 a.m. to 4:00 p.m. Any testing shall use the minimum time necessary for the test and shall not occur more than once a week. The time of the testing shall be scheduled to impact the least number of properties possible.

c. Generators and other equipment designed to be used in emergency situations, which are not being tested or being used in a period of emergency, shall comply with section 11-54.

(42) (13) Air conditioning or air-handling equipment. Operating or permitting the operation of any pool equipment, air conditioning or air-handling equipment which is not in good working condition and creates sound that is plainly audible to a person at a distance of 100 feet or more from the equipment.

SECTION 6. Chapter 11, Section 11-54 of the St. Petersburg City Code is hereby amended to read as follows:

Section 11-54. - Sound levels by receiving land use.

No person shall operate or cause to be operated a source of sound in a manner as to create a sound that is plainly audible to a person at the property boundary of a receiving land use and that
violates the time or distance requirements set forth in the following table. The sounds regulated in the preceding section (currently section 11-53) are not subject to the restrictions of this section. The purpose of this table is to regulate sounds which are not otherwise regulated or subject to the provisions of the preceding section (currently section 11-53).

<table>
<thead>
<tr>
<th>Location of the Receiving Land Use</th>
<th>Time</th>
<th>Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential zoning district</td>
<td>8:00 a.m. — 6:00 p.m.</td>
<td>500 feet or more</td>
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<td>Residential zoning district</td>
<td>6:00 p.m. — 11:00 p.m.*</td>
<td>200 feet or more</td>
</tr>
<tr>
<td>Residential zoning district</td>
<td>11:00 p.m.* — 8:00 a.m.*</td>
<td>50 feet or more</td>
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<tr>
<td>Nonresidential zoning district</td>
<td>7:00 a.m. — 11:00 p.m.*</td>
<td>500 feet or more</td>
</tr>
<tr>
<td>Nonresidential zoning district</td>
<td>11:00 p.m.* — 7:00 a.m.*</td>
<td>200 feet or more</td>
</tr>
</tbody>
</table>

*12:00 (midnight) on Fridays, Saturdays, and the days prior to a national holiday.

In the event that a court of competent jurisdiction determines that any distance requirement in this section is unconstitutional or unenforceable, then that distance shall become 50 feet farther than the distance set forth in this section.

SECTION 7. Chapter 12, Section 12-6(1) of the St. Petersburg City Code is hereby amended to read as follows:

(1) **Alcoholic beverage applications.**

New locations (base fee): see zoning permits

Transfer application (name only)  
35.00

Use of the City alcoholic beverage license by for-profit organizations or groups  
1,000.00

Extended hours permit:

New application  
100.00
Renewal 50.00

Appeal of Suspension of Extended Hours Permit 250.00

SECTION 8. Chapter 16, Section 16.50.310 of the St. Petersburg City Code is hereby amended to read as follows:

SECTION 16.50.310. - RESTAURANTS AND BARS, INDOOR AND OUTDOOR AND PRIVATELY OWNED OUTDOOR PLACES

16.50.310.1. - Applicability.
This section shall apply to sidewalk cafes, restaurants, and bars, including both indoor and outdoor uses, and other privately owned non-residential outdoor places, as that term is defined in Chapter 11, Article III of the City Code.

16.50.310.2. - Establishment.
Restaurants and bars, indoor and outdoor uses shall be allowed as provided in the Matrix: Use Permissions and Parking Requirements and shall comply with the development standards of the zoning district, the general development standards, and this section.

16.50.310.3. - Special use standards.

16.50.310.3.1. - Design standards.
A. An outdoor eating and drinking area shall be unenclosed by any walls or planters in excess of four feet in height, but may have a roof.

B. Seating for an outdoor eating and drinking area or any other non-residential privately owned outdoor place shall not be located on any side of a between the building/tenant space and an adjacent residential use or across the alley from residential use that abuts or is across an alley from a single-family residential use, unless a noise mitigation and monitoring plan has been approved by the POD.

B. All outdoor loudspeakers shall be oriented away from abutting residential uses and all noise is subject to the noise ordinance. A noise mitigation and monitoring plan is required for any outdoor amplified sound system installed, expanded or modified after June 1, 2019 within 1,000 feet of any residential or hotel use, including mixed-use buildings. Any time an outdoor area or sound system is established, expanded or modified or when a new business having operating hours after 11:00 p.m. on weekdays and 12:00 a.m. (midnight) on Fridays, Saturdays, and the days prior to a national holiday is established, a noise mitigation and monitoring plan, properly certified to meet ANSI and ASA standards, shall be provided to the POD to demonstrate how the operation will comply with the noise ordinance and shall, at minimum, include the number and orientation of speakers, noise mitigation methods, operating hours, location of stages and performing areas and monitoring requirements.
CD. Structures associated with an outdoor eating and drinking area shall be compatible with the principal structure for exterior building finishes, colors, roofing, materials and for design and architectural style and theme.

DE. Foundation landscaping shall be provided around the outdoor eating and drinking area as required by the landscaping and irrigation section.

16.50.310.3.2. - Use restrictions.
A. Live outdoor musical performances are allowed and are subject to the noise ordinance.
B. The owner and manager shall be responsible for controlling all sound generated within the outdoor eating and drinking area.

SECTION 9. Chapter 16, Section 16.50.320 of the St. Petersburg City Code is hereby amended to read as follows:

SECTION 16.50.320. - RESTAURANTS AND BARS, ACCESSORY OUTDOOR AREA

16.50.320.1. - Applicability.
Outdoor eating areas for eating, drinking and socializing shall be a permitted accessory use for any restaurant or bar, indoor, hotel or other non-residential uses as allowed in the Matrix: Use Permissions and Parking Requirements. This use differs from the principal use of restaurants or bars, indoor and outdoor. They have dimensional restrictions because they are allowed to be partially exempt from certain regulations.

16.50.320.2. - Design standards.
A. The seating capacity of the accessory outdoor area shall not exceed 24 seats or 25 percent of the licensed indoor seating area, whichever is less.
B. The accessory outdoor area shall not exceed 500 square feet in area.
C. The accessory outdoor area shall be unenclosed by any walls or planters in excess of four feet in height, except where it abuts the principal structure, but may have a roof.
D. The accessory outdoor area with amplified sound shall not be located on any side of a between the building/tenant space and an adjacent residential use or abuts or is across an alley from a single-family residential use unless a noise mitigation and monitoring plan has been approved by the POD.
E. The accessory outdoor area may encroach not more than 75 percent into the front yard setback and street side yard setback.
F. All outdoor loudspeakers shall be oriented away from abutting residential uses and shall be subject to the City noise ordinance.
G. Additional parking shall not be required for an accessory outdoor area if, prior to commencement of use of the accessory outdoor area, the site complies with the parking requirements for the zoning district or has received a variance from the required number of parking spaces.
H. An accessory outdoor area proposing to utilize an existing sidewalk on private property shall comply with the dimensional and clearance requirements of the sidewalk café section.
I. Foundation landscaping shall be provided around the accessory outdoor eating area as required in the landscaping and irrigation section.
J. Any structure associated with an accessory outdoor area shall be compatible with the principal structure for exterior building finishes, colors, roofing, materials and for design and architectural theme.

16.50.320.3. - Use restrictions.
A. Food and drink shall not be sold or served to patrons within an accessory outdoor area between 11:00 p.m. and 8:00 a.m. The use of an accessory outdoor eating area for any purpose shall not extend beyond the hours of operation of the principal use and shall cease before 11:15 p.m. and shall not resume before 7:00 a.m. the following day.
B. Live outdoor musical performances are prohibited.
C. The owner and manager shall be responsible for controlling all sound generated within the accessory outdoor area.

SECTION 10. Chapter 16, Section 16.50.370.8.19. (conditions of sidewalk café permit) of the St. Petersburg City Code is hereby amended to read as follows:

19. All outdoor speakers shall be shown on the plan or permit. All speakers shall be permanently mounted overhead (preferably under an awning or other overhang feature) and oriented downward at an angle of 45 degrees or less toward the sidewalk café. Speakers shall meet all requirements of the noise ordinance (chapter 11).

SECTION 11. Chapter 16, Section 16.70.030.1.7. of the St. Petersburg City Code is hereby amended to read as follows:

E. Suspension and revocation. In addition to the grounds for suspension or revocation of a zoning permit generally, a permit issued under this section may be suspended or revoked by the POD for any of the following reasons:

1. Permits issued under this section may be suspended or revoked by the POD for any reason and without penalty upon the giving of 30 days' written notice.

2. The POD may also deny, revoke or suspend a permit if it is found that:

   a. Any required business or health permit or license for the sidewalk café or the abutting business establishment has expired or been suspended, revoked or canceled;

   b. The permittee does not have insurance in effect which complies with the minimum amounts and requirements required;

   c. Conditions of pedestrian and vehicular traffic have changed, causing congestion. Such decision shall be based upon finding of the POD that the minimum required pedestrian path is insufficient under existing circumstances and represents a danger to the health, safety and general welfare of pedestrians or vehicular traffic;

   d. The permittee has failed to correct a violation of the Code or ordinances or conditions of the permit or other applicable laws or regulations within three days of receipt of the City's notice of violation.
3. Upon denial, suspension or revocation of the permit, the POD shall give notice of such action to the permittee in writing. In the event the denial, suspension or revocation is based on subsection a, b or c of this section, the action shall be effective immediately upon receipt of such notice by the permittee. Otherwise, such notice shall become effective 15 days from the date of such notice. If the revocation or suspension of the permit is caused by the permittee, there shall be no refund of the annual permit fee or any other fees paid to the City for operation of a sidewalk café. Any revocation or suspension without cause shall entitle the permittee to a refund of the annual permit fee prorated on a per month basis from the date of notice of such action.

4. In the event the permittee fails to remove any tables, chairs, canopies, awnings or other fixtures or objects related to the sidewalk café before the date set forth in the City’s notice of denial, revocation or suspension, the POD may remove such fixtures or objects. The permittee shall be responsible for all expenses incurred by the City for the removal and storage of such fixtures or objects.

5. Violation of the noise provisions of Chapter 11, with suspensions for repeat noise violations being governed as set forth in the Penalty section, currently section 11-50, of that Chapter. Revocation of a sidewalk cafe permit is not permitted for a violation of the provisions of Chapter 11 described herein.

F. Variances. Requests for variances shall be reviewed by the commission designated in the Decisions and Appeals Table.

SECTION 12. Coding. As used in this ordinance, language appearing in struck through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. The City intends that the provisions of this ordinance shall be made a part of the St. Petersburg City Code and that sections and subsections of the City Code may be renumbered or relettered in order to accomplish such intentions.

SECTION 13. Severability. The provisions of this ordinance shall be deemed severable. If any provision of this ordinance is determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 14. Effective Date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

17
Approved as to form and content:

[Signature]

City Attorney or designee
00443019
<table>
<thead>
<tr>
<th>ITEM #</th>
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<tbody>
<tr>
<td>1</td>
<td>Section 1</td>
<td>3-8(h)(1)(i) 3-8(h)(1)(j)</td>
<td>Alcoholic Beverages; Permits for extended hours for alcoholic beverage establishments; <strong>Suspension and revocation</strong></td>
<td>Problem Statement: Current penalties for Noise Ordinance violations are generally not significant enough to motivate individuals/businesses to comply. Requested Action: Add provision to Chapter 3 that allows for 30 day suspension of alcoholic beverage extended hours permits for failure to comply with the conditions of a noise mitigation plan or the requirements of Chapter 11, Article III, Noise Pollution.</td>
</tr>
<tr>
<td>2</td>
<td>Section 1</td>
<td>3-8(h)(3)</td>
<td>Alcoholic Beverages; Permits for extended hours for alcoholic beverage establishments; <strong>Suspension and revocation</strong></td>
<td>Problem Statement: Penalties for Noise Ordinance violations should not be overly punitive. Requested Action: Clarify that Noise ordinance violations are not grounds for revocation of extended hours permits.</td>
</tr>
<tr>
<td>3</td>
<td>Section 1</td>
<td>3-8(h)(6)</td>
<td>Alcoholic Beverages; Permits for extended hours for alcoholic beverage establishments; <strong>Suspension and revocation</strong></td>
<td>Problem Statement: It must be clear in the Ordinance that security plans that may be implemented in lieu of suspension are unrelated to noise. Requested Action: Add clarifying language.</td>
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<td>4</td>
<td>Section 2 11-47</td>
<td></td>
<td>Noise Pollution; Definitions;</td>
<td>Problem Statement: The term amplification device is used in the proposed Noise Pollution Code amending language and requires defining. Sidewalk café is being deleted from the definition of “Privately owned outdoor place” and being defined as per Chapter 16 (see items #13 and 15). Requested Action: Add definition for amplification device and modify definition of “Privately owned outdoor place” to eliminate sidewalk cafés.</td>
</tr>
<tr>
<td>5</td>
<td>Section 3 11-49(5)</td>
<td></td>
<td>Noise Pollution; Exemptions; Motorboats</td>
<td>Problem Statement: Current language does not distinguish between noise made by motorboat engines vs. noise made by amplification devices on a motorboat. Requested Action: Add language that clarifies that amplification devices are not included in the motorboat engine noise exemption</td>
</tr>
<tr>
<td>6</td>
<td>Section 4 11-50(a)</td>
<td></td>
<td>Noise Pollution; Penalty; Prosecution of violations</td>
<td>Problem Statement: Current language allows persons at a business (e.g. bar tender, waiter, night manager) to be prosecuted instead of the business. Requested Action: Revise Section to allow the responsible business to be prosecuted for violations.</td>
</tr>
<tr>
<td>7</td>
<td>Section 4 11-50(b)</td>
<td></td>
<td>Noise Pollution; Penalty; Progressive penalties</td>
<td>Problem Statement: Penalties in current ordinance have a one-step penalty increase for multiple offenses ($350 for 1st, $500 for all additional that occur within one year) and can be considered a “cost of doing business,” thus reducing their effectiveness as a compliance motivational tool. Requested Action: Revise Section to multiple steps; warning, $500 fine within one year of warning, a second $500 fine within one year of the first fine, followed by extended hours and/or sidewalk café permit suspensions and preparation of a mitigation and monitoring plan for violations that occur within one year of two previous $500 penalty violations.</td>
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<td>8</td>
<td>Section 4</td>
<td>11-50(c)</td>
<td>Noise Pollution; Penalty; <em>Notice of suspension</em></td>
<td>Problem Statement: Due process requires appropriate notification prior to suspending a previously approved permit. Requested Action: Create Section to ensure appropriate notification process and language occurs; in writing, hand delivered to the establishment and by certified first class mail. Notice identifies length, and first and last date of suspension.</td>
</tr>
<tr>
<td>9</td>
<td>Section 4</td>
<td>11-50(d)</td>
<td>Noise Pollution; Penalty; <em>Appeal of suspension</em></td>
<td>Problem Statement: A process must be provided for appeal of government actions to suspend a previously approved permit. Requested Action: Create Section to ensure appropriate appeal processes for suspension of sidewalk café permits (as identified in Chapter 16) and extended hours permit (as identified in Chapter 3).</td>
</tr>
<tr>
<td>10</td>
<td>Section 4</td>
<td>11-50(e)</td>
<td>Noise Pollution; Penalty; <em>Injunctive relief</em></td>
<td>Problem Statement: In cases of aggressive violators of the ordinance, the City may need additional tools to promote compliance to protect the public health, safety and general welfare. Requested Action: Include Injunctive relief as a penalty option.</td>
</tr>
<tr>
<td>11</td>
<td>Section 4</td>
<td>11-50(f)</td>
<td>Noise Pollution; Penalty; <em>Responsibility of business entities for penalties</em></td>
<td>Problem Statement: Penalty Section must be clear about responsibility for the penalty process when a business entity is found in violation. Requested Action: Include language that provides specificity about penalties and business entities.</td>
</tr>
<tr>
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<tr>
<td>12</td>
<td>11-53 11-53(1) 11-53(1)a 11-53(1)b 11-53(1)d</td>
<td>Noise Pollution; Loud and Raucous Noises; <strong>Section Title and reference to public health safety and welfare and Amplification Devices on Motorboats</strong></td>
<td>Problem Statement: Noise coming from a motorboat, other than the exempted engine noise, is not addressed in the Code. Of concern is the noise emanating from amplification devices on motorboats, moored or cruising the waters of the City of St. Petersburg. Requested Action: Include language that provides the same standards for amplification devices on motorboats as currently exists for motor vehicles operating within the City. There are also minor changes to the Section Title and a reference to the health, safety and welfare of the citizens of St. Petersburg.</td>
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<tr>
<td>13</td>
<td>11-53(2)d 11-53(2)e</td>
<td>Noise Pollution; Loud and Raucous Noises; <strong>Publicly owned outdoor places including right-of-way</strong></td>
<td>Problem Statement: Subsection d. repeats the noise standards for activities with park permits found in subsection c. Subsection e, dealing with sidewalk cafes, is being reworded and relocated (see Item #15). Requested Action: Delete the repetitive sub-section dealing with sponsored or cosponsored events [11-53(2)(d)] and delete the sidewalk cafe sub-section that is to be reworded and relocated [11-53(2)(e)].</td>
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</tr>
<tr>
<td>14</td>
<td>11-53(3)(d)</td>
<td>Noise Pollution; Loud and Raucous Noises; <strong>Buildings – sound escaping through doors</strong></td>
<td>Problem Statement: Noise from propped open doors can be significant sources of loud and raucous noise. Requested Action: Clarifying language that prohibits propping open doors that increase the emission of noise.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>11-53(5)</td>
<td>Noise Pollution; Loud and Raucous Noises; <strong>Sidewalk cafes (new subsection)</strong></td>
<td>Problem Statement: 1) current language is ambiguous about how &quot;downward oriented&quot; speakers is to be defined, and 2) the actual plainly audible distance standard is difficult to find. Requested Action: Create a new subsection specifically ‘or sidewalk cafes, with reference to the Chapter 16 definition, that clarifies what “downward oriented” speakers means (45 degrees or less toward the sidewalk café) and includes the plainly audible distance standard in the subsection (not changed from currently adopted standard).</td>
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<tr>
<td>16</td>
<td>Section 6</td>
<td>11-54</td>
<td>Noise Pollution; Sound Levels by Receiving Land Uses; <em>Purpose of “receiving land use table”</em></td>
<td>Problem Statement: Some clarity about the purpose of the Sound Levels by Receiving Land Use Table is needed. Requested Action: Add clarifying purpose sentence added to the paragraph above the Table.</td>
</tr>
</tbody>
</table>
## NOISE ORDINANCE UPDATE CODE AMENDMENTS
### CITY COUNCIL
### MAY 2, 2019

<table>
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<tr>
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<tr>
<td>17</td>
<td>Section 8</td>
<td>16.50.310</td>
<td>Land Development Regulations. Use Specific Development Standards; <em>Privately owned non-residential outdoor places</em></td>
<td>Problem Statement: Privately owned non-residential outdoor places, not associated with a restaurant or bar, can be sources for excessive noise if not properly managed. Requested Action: Include &quot;privately owned non-residential outdoor places&quot; in the use specific development standards by adding them to the restaurant and bar, indoor and outdoor subsection and clarify that this includes sidewalk cafés and privately owned “non-residential” outdoor places.</td>
</tr>
<tr>
<td>18</td>
<td>Section 8</td>
<td>16.50.310.3.1.A</td>
<td>Land Development Regulations. Use Specific Development Standards; <em>Privately owned non-residential outdoor places - enclosure standard</em></td>
<td>Problem Statement: Section has a seemingly arbitrary requirement for the maximum height of wall enclosures for privately owned outdoor places. Such requirements should be based on the need to mitigate noise and other impacts. Requested Action: Delete this Section to allow flexibility for the type, location and height of privately owned outdoor place enclosures based on specific impact mitigation needs.</td>
</tr>
<tr>
<td>19</td>
<td>Section 8</td>
<td>16.50.310.3.1.A</td>
<td>Land Development Regulations. Use Specific Development Standards; <em>Privately owned non-residential outdoor places - location</em></td>
<td>Problem Statement: Privately owned non-residential outdoor places can cause negative noise impacts on adjacent residential uses if not properly located. Requested Action: Clarify that privately owned non-residential outdoor places must not be located between the building/tenant space and an adjacent residential use unless a noise mitigation and monitoring plan is approved.</td>
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<td>20</td>
<td>Section 8</td>
<td>16.50.310.3.1.B</td>
<td>Land Development Regulations. Use Specific Development Standards; <strong>Privately owned non-residential outdoor places with an amplified sound system</strong></td>
<td>Problem Statement: Privately owned non-residential outdoor places with an amplified sound system can result in a higher noise impact on residential, hotel or mixed-uses, if not properly designed and monitored. In addition the noise impact of these uses can be increased when sound systems are added, expanded or modified. Requested Action: Require a properly certified noise mitigation and monitoring plan for any new privately owned non-residential outdoor place with an amplified sound system that is located within 1,000 feet of a residential or hotel use, including mixed-use buildings. This requirement would also apply to existing privately owned non-residential outdoor use areas that install, modify or expand an amplified sound system or for a new business which operates past 11PM on weekdays, and 12 midnight on Fridays, Saturdays and the days prior to national holidays. This requirement would become effective on June 1, 2019.</td>
</tr>
<tr>
<td>21</td>
<td>Section 8</td>
<td>16.50.310.3.2.B</td>
<td>Land Development Regulations. Use Specific Development Standards; <strong>Privately owned outdoor places use restrictions - compliance responsibility</strong></td>
<td>Problem Statement: Noise Pollution Code language (Chapter 11) specifies responsible entities for violations of the noise ordinance. Current Chapter 16 language is inconsistent with proposed Chapter 11 language (Items #6 &amp; 11). Requested Action: Delete the inconsistent language.</td>
</tr>
<tr>
<td>22</td>
<td>Section 9</td>
<td>16.50.320</td>
<td>Land Development Regulations. Use Specific Development Standards; <strong>Accessory outdoor areas - applicability</strong></td>
<td>Problem Statement: Current standards for accessory outdoor areas are limited to those associated with restaurants and bars. Hotels and other non-residential uses can also have accessory outdoor areas. Requested Action: Include hotels and non-residential uses as uses that may have accessory outdoor use areas that should be subject to this Section.</td>
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<tr>
<td>23</td>
<td>Section 9</td>
<td>16.50.320.2.D</td>
<td>Land Development Regulations. Use Specific Development Standards; <strong>Accessory outdoor areas design standards - location</strong></td>
<td>Problem Statement: Accessory outdoor areas can cause negative noise impacts on adjacent residential uses if not properly located. Requested Action: Clarify that accessory outdoor areas must not be located between the building/tenant space and an adjacent residential use unless a noise mitigation and monitoring plan is approved by the POD.</td>
</tr>
<tr>
<td>24</td>
<td>Section 9</td>
<td>16.50.320.3.C</td>
<td>Land Development Regulations. Use Specific Development Standards; <strong>Accessory outdoor areas use restrictions – compliance responsibility</strong></td>
<td>Problem Statement: Noise Pollution Code language (Chapter 11) specifies responsible entities for violations of the noise ordinance. Current Chapter 16 language is inconsistent with the proposed Chapter 11 language (Items #6 &amp; 11). Requested Action: Delete the inconsistent language.</td>
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<td>25</td>
<td>Section 10</td>
<td>16.50.370.8.19</td>
<td>Land Development Regulations. Use Specific Development Standards; <strong>Sidewalk café speaker angle</strong></td>
<td>Problem Statement: Chapter 11 language proposed in this ordinance changes the speaker angle for sidewalk cafés (item #15). Chapter 16 language addressing the same subject must be made consistent. Requested Action: Change the Chapter 16 language to mirror the Chapter 11 language (Item # 15) for sidewalk café speaker angle.</td>
</tr>
<tr>
<td>26</td>
<td>Section 11</td>
<td>16.70.030.1.7.E(5)</td>
<td>Land Development Regulations. Applications and Procedures; <strong>Zoning permits for Sidewalk Cafés - suspension and revocation</strong></td>
<td>Problem Statement: Chapter 11 noise violation penalty language proposed in this ordinance allows for suspension of sidewalk café permits. Revocation is not an allowed penalty for noise violations. This must be made clear in Chapter 16 as well. Requested: Add a new subsection that is consistent with Chapter 11 penalties for noise related violations at sidewalk cafés; permit suspension is allowed, permit revocation is not an allowed penalty.</td>
</tr>
</tbody>
</table>
DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Development Services Department

For Public Hearing Review on Wednesday, March 6, 2019
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LDR 2019-02
Text Amendment: Noise Related Code Amendments

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

The purpose of this text amendment application is to strengthen noise related standards for outdoor uses and sidewalk cafés.

APPLICANT INFORMATION

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

CONTACT: Elizabeth Abernethy, Director
Planning and Development Services Department
One – 4th Street North
St. Petersburg, Florida 33711
Elizabeth.Abernethy@stpete.org
(727) 893-7868

COMMISSION AUTHORITY

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

The Public Safety and Infrastructure Committee of City Council (PSI) has conducted numerous meetings to review and discuss options for updating the Noise Ordinance (Chapter 11 of the Code) going back over two years. On January 20, 2019, the PSI approved moving forward with what is referred to as “Option 1.” Option 1 includes amendments to three Code Chapters; Chapter 3, Alcoholic Beverages, Chapter 11, Noise Pollution and Chapter 16, the Land Development Regulations. A summary of all of the Code amendments recommended by the PSI are attached, along with the minutes from the most recent meeting on January 24, 2019. The most significant change is to the penalty section of Noise Pollution Chapter, which includes a formal warning and higher fines and, for multiple repeat offenders, the potential for suspension of extended hours and/or sidewalk café permits. The DRC is responsible for making a recommendation related to the LDR portion of the amendments only, which are described below. All of the noise ordinance update related amendments are provided as context.

Two issues related to the noise monitoring and mitigation plans were discussed at the January 24th PSI meeting. The first related to when a noise mitigation and monitoring plan should be required for a new business replacing an existing business with an existing outdoor area. Direction was provided to staff to more narrowly tailor the applicability to only those that have operating hours past 11:00 p.m. Otherwise the trigger for preparing a plan would related to new or expanded outdoor areas with amplified sound systems, located within 1,000 feet of a residential use. The other recommendation was for staff to determine if the ordinance can be amended to require a noise mitigation and monitoring plan as one step in the progressive penalty system. Staff has revised the ordinance to incorporate these two changes, and the revised ordinance is attached.

DEVELOPMENT REVIEW COMMISSION

A workshop was held before the Development Review Commission on February 6, 2019.

STAFF ANALYSIS

Background

Current noise related standards for outdoor uses are found in the Use Specific Development Standards Code Section (16.50.310, 16.50.320 and 16.50.370) and are limited to outdoor areas associated with restaurants and bars, and sidewalk cafés.

Amendments to the standards for Restaurants and Bars, Indoor and Outdoor (Section 16.50.310), would broaden the category to include all privately owned outdoor places, not just those at restaurants and bars. Privately owned outdoor places would be as defined in the Noise Ordinance (Chapter 11). In addition, the design standards for outdoor places is clarified to ensure they are located away from residential uses, unless a properly certified noise mitigation and monitoring plan is approved by the POD that demonstrate compliance with the noise ordinance. Finally, the use restrictions are modified to eliminate language that is potentially in conflict with the Noise Ordinance related to responsibility for controlling noise levels.

Similar amendments are recommended for Restaurants and Bars, Accessory Outdoor Areas (16.50.320). The Section title is changed to Accessory Outdoor Area to include all accessory outdoor area for restaurants and bars, hotels or other non-residential uses. Again, the design standards are modified to clarify that these areas
will be located away from residential uses unless a properly certified noise mitigation and monitoring plan is approved by the POD and the potentially conflicting noise control responsibility language is deleted.

Amendments to the sidewalk café permit conditions (16.50.370.8.19) are proposed to be revised to clarify what “downward orientation” of outdoor café speakers means (45 degree angle or less). This level of specificity eliminates the currently vague standard and allows for café operators and code enforcement personnel to understand what is required. Finally, Section 16.70.030.1.7.E, Applications and Procedures, Sidewalk Café, is amended to add a new subsection “5” that identifies repeat violations of the Noise Ordinance as a grounds for suspension, but not revocation, of a sidewalk café permit.

Lastly, appeals under Section 11-50 to suspension of a sidewalk café permit will be heard by the DRC.

Consistency and Compatibility (with Comprehensive Plan)

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

OBJECTIVE LU21:
The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

Policy:

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

PROPOSED TEXT AMENDMENTS

The Draft ordinance is attached. The Chapter 16 changes are the subject of the DRC’s Comprehensive Plan consistency review, and are shown in strike-through and underline format.

Attached: Noise Ordinance Update Code Amendments Summary Tables
           Proposed amendments to Chapters 3, 11 and 16
           PSI Meeting Minutes – January 24, 2019
HOUSING AFFORDABILITY IMPACT 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 & Development Services Development

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

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

III. Impact Analysis:

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

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

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

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

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

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

CHECK ONE:

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]
Elizabeth Abernethy, AICP
Director, Planning & Development Services

04.17.19 Date

OR

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

Director, Planning & Development Services (signature) Date

Copies to: City Clerk
Joshua A. Johnson, Director, Housing and Community Development
City of St. Petersburg
Public Services & Infrastructure Committee
January 24, 2019 Meeting Minutes
City Hall - Room 100

Present: Committee Members – Committee Chair Steve Kornell, Committee Vice-Chair Ed Montanari, Council Chair Charlie Gerdes, and Council Member Amy Foster

Absent: Council Member Lisa Wheeler-Bowman (Alternate)

Also Present: Council Member Gina Driscoll, Deputy Mayor/City Administrator Dr. Kanika Tomalin, City Attorney Jackie Kovlaritch, and Assistant City Attorney Derrill Mcateer

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to Order – 9:35 AM
2. Approval of Agenda – CM Foster moved approval, all members voted in favor.
3. Approval of January 10, 2019 Minutes – CM Gerdes moved approval, all members voted in favor.

New Business for January 24, 2019

a) Proposal to Amend the Noise Ordinance – Liz Abernethy

Planning and Development Services Director Liz Abernethy began the presentation by reminding the committee of the motion made at the September 20th PS&I committee meeting. At that meeting, CM Gerdes made a motion to move forward with Option #1, with an additional request to maximize penalties to the extent allowed by state law and for administration to return with a presentation on personnel changes to assist with enforcement.

Option #1 - Minor Modifications to Existing Ordinance

- Maintain Plainly Audible System and Distances
  - Distances ranging from 50’-5000’
- Progressive penalties
  - Warning
  - Class 1 fine ($218.00)
  - Double Class 1 fine ($436.00)
  - 30 day suspension of late night permit/sidewalk café permit, or City shall seek injunctive relief from courts.
  - Clarification on who receives citation and possible integration of PD and Business Tax databases

In addition, City Administrator/Deputy Mayor, Dr. Tomalin addressed a question raised by CM Driscoll at the September 20th meeting regarding additional resources for enforcement. Dr. Tomalin stated that based on the increased penalties and the committee’s decision to continue
the use of a plainly audible enforcement system, it was determined that no additional resources were needed at this time.

Ms. Abernethy then explained that option #1 would require amendments to Chapter 3 - Alcoholic Beverages, Chapter 11 - Noise Pollution, and Chapter 16 - Land Development Regulations. The committee was provided with a table summarizing all of the proposed amendments. A majority of the proposed amendments are in the Penalty Section of Chapter 11 and the Use Specific Development Standards of Chapter 16. The changes to Chapter 11 include a formal warning, higher fines, and in cases of multiple repeat offenders; the potential for suspension of extended hours and/or sidewalk café permits. Ms. Abernethy explained that the changes to Chapter 16 would focus on amending language relating to restaurants and bars, sidewalk cafés, outdoor venues with amplified sound, and a proposed requirement for a noise mitigation plan.

CM Driscoll inquired if the changes to the penalties were still progressive. City Attorney Jackie Kovilaritch explained they are progressive and that the two successive fine amounts are maximized at $500, with the addition of suspension and/or injunction options if there is an additional violation within the 365 day time period. Assistant City Attorney Derrill McAteer noted that there was a new provision requiring a written warning before any fine was assessed.

Ms. Abernethy then asked for the committee’s input on what conditions they believed should trigger the requirement for a noise mitigation plan. CM Gerdes asked for clarification as to who would be affected by the proposed requirement. Ms. Abernethy explained that any privately owned outdoor place with an amplified sound system that is located within 1,000 feet of residential use, would require a properly certified noise mitigation and monitoring plan. Ms. Abernethy explained that current businesses will essentially be “grandfathered in” but the amended code could require any new business with plans to use amplified sound outdoors to submit a noise mitigation plan.

CM Montanari inquired what the protocol would be if a restaurant closed down and a new restaurant replaced it, would this require a noise mitigation plan? Ms. Abernethy responded that depending on the type of venue and the hours of operation, a noise mitigation plan may not be necessary but if the new restaurant planned to have after-dinner events such as outdoor amplified music, then a plan would be required. Ms. Abernethy stated that the triggers for a noise mitigation plan could be more narrowly tailored to factor in circumstances such as hours of operation. CM Montanari then asked what the typical cost is for a business owner to obtain a certified noise mitigation plan. Ms. Abernethy responded that cost is dependent on the scale of the location and she would inquire with the city’s noise consultant to get some cost-estimates to share. Ms. Abernethy noted that the requirement for a noise mitigation plan would not be triggered for accessory outdoor areas that are less than 500 square feet.

CM Kornell inquired what the protocol would be if a restaurant has been operating for a period of time and then a residential area is built next to it, would the restaurant be required to acquire a noise mitigation plan? Ms. Abernethy explained that the restaurant would be “grandfathered in” and would not need a noise mitigation plan, unless the restaurant wanted to make changes, such as an expansion to their outdoor patio or the addition of new outdoor speakers, then a noise mitigation plan would most likely be necessary.

CM Kornell asked for clarification on a proposed amendment to Chapter 11 regarding penalties for noise pollution titled “Injunctive Relief.” Assistant City Attorney Derrill McAteer
explained that revocation of sidewalk café and extended hour permits was not included as a penalty in the draft due to 8th Amendment excessive punishment concerns. Legal thought it better to include the injunctive relief provision in the proposed changes to section 11.50 so that if a complete cease of operations due to the inability to utilize a sidewalk café or extended hours permit was to occur, it occurred via an injunctive order from a judge rather than a revocation from the City. The City retains the option to suspend either sidewalk café or extended hour permits under the proposed ordinance, but revocation is not a proposed penalty option for noise violations.

Ms. Abernethy then gave the committee a tentative timeline for the noise ordinance going forward:
- DRC LDR Amendment Review for Consistency with the Comp Plan
- Workshop - February 6
- Public Hearing - March 6
- City Council First Reading - April 4
- City Council Second Reading and Public Hearing - April 18

CM Gerdes made a motion for staff to move forward with option #1 as presented and in coordination with the timeline presented by Ms. Abernethy. All members voted in favor.

The meeting adjourned at 10:30
The following page(s) contain the backup material for Agenda Item: Referring to the Health, Energy, Resiliency and Sustainability Committee (or other relevant committee) to discuss current herbicide/pesticide use and the potential adoption of restrictions on those containing harmful chemicals. (Councilmember Driscoll)
Please scroll down to view the backup material.
TO: Members of City Council

DATE: April 18, 2019

COUNCIL DATE: May 2, 2019

RE: The Use of Herbicides and Pesticides Containing Harmful Chemicals

ACTION DESIRED:

Respectfully requesting a referral to the Health, Energy, Resiliency and Sustainability Committee (or other relevant committee) to discuss current herbicide/pesticide use and the potential adoption of restrictions on those containing harmful chemicals.

Council Member Gina Driscoll
District 6
The following page(s) contain the backup material for Agenda Item: Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed 11-story, 139-room hotel with 1,600 square feet of retail space and 1,900 square feet of restaurant space, located at southeast corner of 1st avenue north and 11th street north consistent with the intown west redevelopment plan; and providing an effective date
Please scroll down to view the backup material.
CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED 11-STORY, 139-ROOM HOTEL WITH 1,600 SQUARE FEET OF RETAIL SPACE AND 1,900 SQUARE FEET OF RESTAURANT SPACE, LOCATED AT SOUTHEAST CORNER OF 1ST AVENUE NORTH AND 11TH STREET NORTH CONSISTENT WITH THE INTOWN WEST REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IWRP 19-1A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown West Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas; and

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 11-story, 139-room hotel with 1,600 square feet of retail space and 1,900 square feet of restaurant space, as described and reviewed in CRA Review Report No. IWRP 19-1a;

NOW THEREFORE BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans to construct a 11-story, 139-room hotel with 1,600 square feet of retail space and 1,900 square feet of restaurant space, consistent with the Intown West Redevelopment Plan, subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff.
3. The CRA approval is valid for three years from the date of approval. Applicants may request up to two two-year extensions from the POD. The application shall be revised to comply with any code amendments that were adopted after the original approval, unless a variance is granted. After the original approval and any approved extension have expired without substantial construction commencing, the approval shall be void, and a new application shall be required.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

City Attorney (designee)  Elizabeth Abernethy, AICP, Director

Planning & Development Services Department
REQUEST
Review of the proposed plan to construct a 11-story, 139-room hotel with 1,600 square feet of retail space and 1,900 square feet of restaurant space, located at the southeast corner of 1st Avenue North and 11th Street North, for consistency with the Intown West Redevelopment Plan.

APPLICANT INFORMATION

Applicant
Mark DeMaria
600 S. Adams Road, Suite 330
Birmingham, MI 48009

Representative
James Pappas
Fusco, Shaffer and Pappas, Inc.
550 East Nine Mile Road
Ferndale, MI 48220

OVERVIEW OF PROJECT
The property is currently vacant and located at the southeast corner of 1st Avenue North and 11th Street North in the Edge District. The project, valued at $25.4 million, consists of a 11-story, 139-room hotel with 1,600 square feet of retail space and 1,900 square feet of restaurant space.

The proposed building will be 11-stories. The ground floor of the hotel will consist of: the hotel lobby, retail and restaurant spaces, back of house uses for the hotel, entrance to the parking garage and five structured parking spaces. The second floor of the building is devoted towards parking and will consist of 37 parking spaces. The third floor of the hotel will have office areas, fitness and meeting space and 10 hotel rooms. The fourth through tenth floors will have 19 hotel rooms per floor. The eleventh floor will have an outdoor pool and deck area and an indoor lounge. The dumpster is located under the building accessed from the Baum Avenue North. Vehicular access to the parking garage will be from 1st Avenue North. A drop-off area is proposed along 11th Street North. There will be a total of 42 structured parking spaces provided, and 42 are required.

The proposed building will be an understated Mid-Century architectural style as described by the applicant's architect. The base of the building will have large storefront windows along 1st Avenue North, 11th Street North and Baum Avenue North. The hotel lobby and restaurant entrances will be from 11th Street North. The retail entrances will be from 1st Avenue North and 11th Street North. The hotel entrance is defined with a cantilevered arched entry canopy, which distinguishes the hotel entrance from the retail and restaurant
spaces. The parking garage will be screened from view with architectural finishes that match the building. The upper levels of the building will have a significant amount of glazing and fenestration as illustrated by the elevations. The facades have been articulated by incorporating a grid pattern that projects from the building, defining the window openings. The projection gives the appearance that the windows are significantly recessed into the facade. Vertical curved eyebrows are used at the corners of the building and horizontal metal tubing are used at the garage and roof levels.

CONSISTENCY WITH INTOWN WEST REDEVELOPMENT PLAN
The Intown West Redevelopment Plan (IWRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis
The goal of the redevelopment plan is to provide a specific development focus for the Dome District that supports the Intown West Redevelopment Area and capitalizes on the opportunities generated by Tropicana Field. Objective 1 of the IWRP calls for establishing a cohesive development pattern and visual identity through land uses that reinforce downtown and stadium development through creation of highly visible and intensive activity nodes, and reinforcement of retail along the Central Avenue and 1st Avenue corridors. Objective 2 of the IWRP calls for ensuring new development and redevelopment projects are appropriate in scale and design by establishing design guidelines for buildings, ground level spaces, parking garages and streetscape improvements and establishing parameters for upgrading existing buildings and parking lots.

The proposed development, which as outlined is a permitted use under the current DC-1 zoning, will continue the redevelopment of downtown as described in the Comprehensive Plan. The building is urban in scale with pedestrian oriented street level features, including the provision of storefront window systems consistent with urban buildings, and streetscaping, including planters and street trees, that will accent the building.

SUMMARY AND RECOMMENDATION
Staff recommends approval of the attached resolution finding the 11-story, 139-room hotel with 1,600 square feet of retail space and 1,900 square feet of restaurant space, located at the southeast corner of 1st Avenue North and 11th Street North, consistent with the Intown West Redevelopment Plan.

This recommendation is subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff.
3. The CRA approval is valid for three years from the date of approval. Applicants may request up to two two-year extensions from the POD. The application shall be revised to comply with any code amendments that were adopted after the original approval, unless a variance is granted. After the original approval and any approved extension have expired without substantial construction commencing, the approval shall be void, and a new application shall be required.
## EXHIBIT A
### Site Data

<table>
<thead>
<tr>
<th><strong>Location</strong></th>
<th>Southeast corner of 1st Avenue North and 11th Street North 24/31/16/94850/001/0011</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Redevelopment Area</strong></td>
<td>Intown West Redevelopment Area</td>
</tr>
<tr>
<td><strong>Zoning District</strong></td>
<td>DC-1</td>
</tr>
<tr>
<td><strong>Existing Land Use</strong></td>
<td>Vacant/temporary grass parking lot</td>
</tr>
<tr>
<td><strong>Proposed Uses</strong></td>
<td>Hotel with ground level retail and restaurant spaces</td>
</tr>
<tr>
<td><strong>Site Area</strong></td>
<td>19,383 sq. ft. or 0.44 acres</td>
</tr>
<tr>
<td><strong>Proposed FAR</strong></td>
<td>3.36 FAR</td>
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<tr>
<td><strong>Existing FAR</strong></td>
<td>0.0 FAR</td>
</tr>
<tr>
<td><strong>Permitted FAR</strong></td>
<td>3.0 FAR base</td>
</tr>
<tr>
<td><strong>Number of Hotel Rooms</strong></td>
<td>139</td>
</tr>
<tr>
<td><strong>Existing Parking</strong></td>
<td>62 spaces</td>
</tr>
<tr>
<td><strong>Proposed Parking</strong></td>
<td>42 spaces</td>
</tr>
</tbody>
</table>
Project Location Map
City of St. Petersburg, Florida
Planning and Development Services Department
Southeast corner of 1st Avenue North and 11th Street North
MEMORANDUM

DATE: April 10, 2019 (Revised)

PROJECT: DevMar – The Edge Hotel-CRA Submission

FROM: Steve Roffi

TO: Corey Malyszka-St. Petersburg Planner

RE: CRA Narrative

CRA NARRATIVE

The proposed Edge Hotel is an 11-story, 139 room boutique hotel in the heart of the St. Petersburg Edge District. The proposed project site fronts First Avenue North on the north side, Eleventh Street North on the west side, and Baum Avenue North on the south side. The .44 acre site is located in the Downtown Center - 1 Zoning District, and is positioned at the East end of the Intown West Redevelopment Area.

The proposed development will include an upscale restaurant, bar and small retail space at the main floor, along with multiple amenities for the guests, including a rooftop pool and deck area with a sky lounge with indoor and outdoor poolside seating. A Fitness Center and Guest Services Center will occur on the Third floor, along with a perimeter guest terrace. Full valet parking service will occur at the main hotel entry, with First and Second floor valet deck parking. This valet service will be offered as a convenience for the Hotel, Restaurant and Retail guests. Covered Sidewalk Dining will be provided at the Restaurant, along the Eleventh Street North side of the site, buffered from the street by a generous open air garden.

Due to the site location and proposed use, this development will have attributes that will contribute to the plan objectives of the Intown West Redevelopment Plan. We feel that the proposed Hotel, Restaurant and Retail uses will help to fulfill the Plan goals of encouraging land uses that reinforce Downtown and Stadium development, as well as retail development, along the Central Ave. Corridor.
The proposed streetscape improvements, planned at the frontage of this development, will be conducive to creating visual links to Downtown and the Stadium due to the site proximity. The replacing of the existing concrete sidewalks, particularly along First Ave. N. and Eleventh St. N. will include new foundation planting beds, and individual tree planters. The use of iconic pedestrian lighting pole fixtures along the street frontages, that is currently used throughout the Edge District, particularly along the adjacent Central Ave. street front, will assist in tying the streetscape of the adjacent properties together. The proposed streetscape design will aid in reinforcing the cohesion of the surrounding community.

Preserving and enhancing the character of the Plaza Parkway District, the landscape architect's streetscape design flows smoothly with other nearby properties. Our goal was to beautify the space and retain the charm of the overall existing character of the community. The hotel streetscape, located in Parkway Level 3 guidelines, adheres to Plaza Parkway Guidelines, and the streetscape is beautified by this design.

The overall landscape architecture streetscape design focuses on specialty paving and impressive landscape. Tall Royal Palm trees will encircle the property along 11th Street and 1st Avenue North. These new trees will blend in with other projects around the city at other project sites. The nearby roundabout on Central features Royal Palms, the Fusion 1560 apartments on Central incorporates Royal Palms into its streetscape, as well as the city streetscape along Central Avenue. Smaller Christmas Palms will line the outdoor eating space as a buffer. Buddha Belly Bamboo and Japanese Blueberry will decorate planters and urns around the property.

As discussed, the hotel will feature a covered outdoor dining area. This first-floor restaurant will have bistro tables and chairs and include specialty paving all under cover on private property. Specialty pavers are designed for the outdoor flooring. Christmas Palms will act as a buffer to the public right of way.

The main entrance to the hotel, located on 11th Street North, will be consistent with other nearby projects. A valet stand/drive up drop-off area is located here. Planters and urns to delineate the space will be placed at the valet entrance. Specialty paving will be installed. A
cantilevered entry canopy with structural metal frame and glass roof covers the entrance. This will extend to the valet drop-off area and shelter arriving guests and pedestrians, and will offer an appealing portal to the site.

The building will include exterior artwork. A grand mural will be painted on the stucco of the east wall of the parking garage. The mural will be in a Mid-Century style motif that will enhance and compliment the building's architecture. It will be of an appropriate scale to embellish the street front pedestrian experience in the adjacent right of way areas and neighboring property.

Other elements adhering to the Plaza Parkway streetscape guidelines:
- Bike and Scooter racks are included, supplying city standard bike racks
- Iconic Street pole lights will match the rest of the district lighting
- Multiple benches will be placed on hotel property, as well as outdoor trash receptacles
- Landscape accent lighting will be placed to highlight the beautiful Royal Palm trees
- Sconce lighting will be placed on the building’s exterior to better guide pedestrians

The proposed development building fully inhabits the site, meeting all of the City Ordinance height and bulk requirements, through the use of FAR exemptions and bonuses offered by the Ordinance. This project will have an appropriate scale and be consistent with the objective of facilitating a compact urban development pattern, expressed by the Plan.

Architecturally, the proposed building will present a first floor “Commercial Retail” façade to the 3 street frontages, through the predominant use of steel and glass storefront. The main Hotel, Restaurant and Retail entries will occur on the Eleventh St. N. side, where valet parking drop –off will be placed. Additional Retail entry will occur on the First Street N. side, as well. Access to the valet parking deck will be located at the First Ave. N. side via an auto lift, adjacent to the receiving access door. A small amount of first floor valet parking is located next to the lift access drive.

As a part of the building design, we have included a full second
floor parking deck, screened from the adjacent streets, by means of a series of vertical metal fin and metal mesh design features. These features act to both provide shading as well as to be an attractive architectural screen, so that parking will not be visible from the streets below. These same vertical metal fin façade elements will occur on the top floor of the building, providing the same shading effect and creating an interesting façade for the crown of the building.

The first and second floor façades occur at or near the site property lines. The upper floor elevations stand back from the first and second floor façades, in respect of the required upper level setbacks. This upper main façade presents in an understated Mid-Century style, with clean rectangular patterns created by the projecting frame grid elements. We feel that this design will mesh well with the surrounding developments, and will offer an appropriate scale for this part of the redevelopment area.

An upscale mixed-use boutique hotel of this type, will be conducive to the improvement of the visitor and tourism market of the surrounding community. We feel that the proposed Edge Hotel will meet the intent and contribute greatly to the Intown West Redevelopment Plan. We respectfully request that the CRA consider the proposed Edge Hotel as an appropriate addition and asset to the community, and process this submission for approval.
The following page(s) contain the backup material for Agenda Item: Resolution recommending City Council approval of the proposed disposition of City-owned parcel located at approximately 800 1st Avenue South, St. Petersburg, by an agreement ("Disposition") for the amount of $5,000,000 to United Insurance Holdings Corporation, a Delaware Corporation, and finding the Disposition consistent with the Intown Redevelopment Plan.
Please scroll down to view the backup material.
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ST. PETERSBURG

Meeting of May 2, 2019

SUBJECT
Approval of a Resolution finding 1) that the disposition of a City-owned parcel located at approximately 800 – 1st Avenue South, St. Petersburg by an agreement ("Disposition") for the amount of $5,000,000 to United Insurance Holdings Corporation, a Delaware Corporation, is consistent with the Intown Redevelopment Plan; and 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

BACKGROUND
On March 18, 1982, the City adopted the Intown Redevelopment Plan ("IRP") as the revitalization plan for the City's downtown area ("Downtown"). The overarching strategy of the IRP is to promote redevelopment through public-private partnerships that focus on utilizing public funds to generate greater private investment through leveraging techniques. One of these techniques involves selling land to private developers for less than fair value, which is permissible under the Florida Community Redevelopment Act, and an eligible activity under the IRP. The City has actively used this authority throughout Downtown to both sell land to promote private development, and to lease City property to users to promote economic activity.

One of the key objectives of the IRP is more public parking structures throughout Downtown. While the IRP envisions Downtown as a multimodal, pedestrian friendly destination, it recognizes that accommodating the automobile with structured parking will remain important. Map 7 of the IRP identifies existing parking structures as well as potential locations for them. Only two of these potential locations are west of 3rd Street, and the subject site is one of them.

In addition to the more general goals and objectives, the IRP also specifies three geographical areas in Downtown within which to focus public investment – the Downtown Core, the Tropicana Field Site, and Webb's City. Webb's City strategic location between the IRP's "Downtown Core", Tropicana Field, the Intown West CRA and the Bayfront/All Children's medical district make it an attractive redevelopment opportunity for several different market sectors.

The IRP calls for the Webb's City area to "provide essential residential support services as well as expanding the employment base through office development." With the opening of the new Publix grocery on 8th Street South, the need has been met for "essential residential support services." Conversely, office development has not been undertaken in the Webb's City area since the 1980's with the former Nations Bank and Franklin Templeton developments in the 700 and 800 block of Central Avenue. The lack of office development is also typical throughout Downtown, where the only major office building constructed since 1990 is the Duke Energy Headquarters on 1st Avenue North that opened in 2007.
PRESENT SITUATION
On July 19, 2018, United Insurance Holdings Corporation, a Delaware Corporation d.b.a. UPC Insurance ("UPC") submitted to the City of St. Petersburg ("City"), (collectively, "Parties") an offer to purchase the ±4.59 acres of City-owned property located at approximately 800 - 1st Avenue South, St. Petersburg, illustrated and described in Exhibit "A" ("Property"). UPC desires to construct on the Property a new corporate headquarters consisting of ±150,000 square feet of Class A office space, a parking garage of ±500 spaces ("Development"), with additional space allocated for further development of a hotel and retail space on the site in the future (collectively, "Improvements"). UPC intends to expand its existing ±250 employee workforce by ±300 new employees in conjunction with the construction of the contemplated Development.

The Property is legally described as follows:

LOTS 1 THROUGH 3, BLOCK 1, WEBB CITY REPLAT, together with any roadways and alleys vacated by the City or owned by the City as may appear on the Plat. Parcel ID No.: 19-31-17-95365-001-0010

Subsequent to the offer, the City advertised a Notice of Intent in the legal notices of the Tampa Bay Times on July 29, 2018, soliciting alternative offers to purchase and develop the Property, with a proposal delivery deadline on August 29, 2018 ("Deadline"). One qualified alternative proposal was received by the Deadline and after careful consideration of both proposals, the Mayor selected UPC’s proposal to move forward.

On October 4, 2018, City Council adopted Resolution No. 2018-528, which approved a non-binding term sheet for UPC to develop a mixed-use project on the Property. Further, City Council authorized the Mayor, or his designee, to negotiate a lease and development agreement with UPC to include terms and conditions consistent with the term sheet and be subject to City Council approval. Subsequent to the adopted resolution, UPC requested to obtain the Property through a purchase agreement ("Agreement").

On July 11, 2018, the Property was appraised for highest and best use by Tobias Realty Advisors, LLC as Tract 1 North (Lots 1 and 2), which had a market value of $9,525,000 and Tract 2 South (Lot 3-leased portion), which had a market value of $165,000, for a combined total of $9,690,000. On September 8, 2018, the Property was appraised for limited use only by Tobias Realty Advisors, LLC on Lots 1 and 2, which had a market value of $8,000,000, bringing a total valuation of the Property with limited use to $8,165,000, inclusive of the $165,000 market value for Lot 3 from the previous appraisal.

The Parties agree that as an inducement to sell the Property to UPC for $5,000,000, which is below market value, UPC has promised to retain the existing jobs and create new jobs, develop the Property as described above and provide public use of the parking garage of the Development. Due to the fact that UPC’s core business hours are during typical weekday business hours, the Development’s parking garage ("Garage") is prime for shared parking. Additionally, as the EDGE district is immediately proximate to the Development and has emerged as a popular restaurant, retail, and entertainment destination with a myriad of evening and weekend activity, there is
high demand for evening and weekend parking. As such, the City has negotiated to make the
majority of the Garage open to the public at market rates during evenings and weekends to
support not only the EDGE district but the public at-large who will increasingly need parking
options within this area of Downtown as evidenced by a 2017 parking study performed at the
request of the City.

As presented previously, in addition to the parking benefit, above, the City will also realize
additional economic benefits, through additional tax revenue and the direct and indirect
economic impact of the local economy through job creation, earnings, construction and capital
investment as follows:

- **Property Tax Impact.** Assuming the Property is placed on the Pinellas County Property
  Tax Roll after completion at 60% of its total construction and equipment costs, the assessed
  value would be $30,750,000. Applying the City's proposed tax rate of 6.755 mills, the
  annual increase in tax revenues to the City would be $207,716 annually. For a period of
ten (10) years, additional tax revenue to the City would be projected at over $2 million.

- **Economic Impact.** A previous analysis showed that the creation of 300 new jobs will result
  in 575 new direct and indirect jobs being created. At an average wage of $53,470, the 300
  new jobs will have direct and indirect earnings impact of $23,358,904. In addition, the
  capital investment generated by the project will exceed $50.97 million. In actuality, UPC
  has a median wage of over $80,000.

The City shall convey title to the Property by fee simple determinable deed, as shown in Exhibit
"B" ("Deed"), containing reversionary language to effectuate the Parties’ intent that the Property
revert to ownership by the City in fee simple if the Development is not completed to at least
twenty-five percent (25%), as certified by the architect of record, within twelve (12) months after
the issuance of complete building permits. If this reversion is triggered, the City will pay to UPC
the Purchase Price less $200,000 within ninety (90) days of the reversion being triggered. It is
UPC’s sole responsibility to ensure compliance with the language of the Deed.

The Property shall further be restricted insofar as if residential improvements are constructed,
such units must be at least fifty percent (50%) work-force housing, as defined by City Code
Section 17.5.97 ("Deed Restriction"). As set forth in the Deed, the Deed Restriction is a limitation
on the use of the Property that runs with the land for a period of thirty (30) years for the benefit
of the City.

The Parties have agreed that UPC’s obligations under the Agreement, including all exhibits when
executed, go to the essence of the Agreement with the Parties, and that any failure to perform
such obligations will result in damages to the City that are extremely difficult and impractical to
ascertain. Therefore, the Parties have agreed that after UPC constructs 25% within the time set
forth in the Deed, the City’s sole and exclusive remedy to UPC failing to complete the project
shall be for the City to collect liquidated damages in the amount of $10,000,000, in addition to the
$5,000,000 purchase price, for a total $15,000,000 being paid to the City. This would result in the
City receiving adequate compensation for the Property with the work-force housing restriction
still in place.
The Parties agree that the platted right-of-way of 2nd Avenue South between 8th and 9th Streets South ("R.O.W.") and certain alleyways running through the Property ("Alleys") were previously vacated regardless of the continued use of the R.O.W. as a public roadway. The City shall pursue any necessary ratification of this and, if necessary, serve as the applicant for any further requests to facilitate the same during the Due Diligence Period. Any resolution approved by the City for additional vacations shall be effective upon UPC's purchase of the Property and shall convey to UPC any and all interests the City has in the R.O.W. and Alleys at the time of conveyance. If the City cannot deliver clear title to the former R.O.W. and Alleys to UPC's satisfaction at the time of closing, UPC may terminate this Agreement with written notice to the City and choose not to purchase the Property with no further rights against or obligations to the City, or UPC may delay the closing for up to six (6) months to allow the City to clear up any outstanding title concerns.

After the completion of the Development, the City will provide UPC with an Employment Credit of $10,000 for each South St. Petersburg CRA employee hired and retained for twelve (12) months, not to exceed a total of $250,000 in the aggregate. To be considered for the financial incentive, employees must 1) show proof of residence within the South St. Petersburg CRA at time of initial employment; 2) maintain an average of 38 hours per week through the employment year; 3) be paid a minimum wage of not less than $15 per hour; and 4) be entitled to participate in all employee benefit programs offered to other UPC employees. The City shall provide a sample form to UPC, which UPC shall utilize for certification of employment. This provision shall survive the Closing and completion of construction of the Improvements as contemplated within the Agreement.

SUMMARY

The transaction described in this report is consistent with the IRP objectives for encouraging public-private partnership to revitalize Downtown as it:

- Will incentivize office development and employment, which is much needed in Downtown generally, and on the Webb's City site as called for specifically by the Intown Redevelopment Plan.
- Will enable the construction of a publicly-available structured parking facility west of 3rd Street, where there is a dearth of such facilities, on a site specifically identified for them on Map 7 of the Intown Redevelopment Plan.

RECOMMENDATION

CRA Staff recommends that The Community Redevelopment Agency of the City of St. Petersburg, Florida adopt the attached Resolution finding 1) that the disposition of a City-owned parcel located at approximately 800 – 1st Avenue South, St. Petersburg by an Agreement ("Disposition") for the amount of $5,000,000 to United Insurance Holdings Corporation, a Delaware Corporation is consistent with the Intown Redevelopment Plan and Florida Statutes; and 2) recommending approval of the Disposition to the City Council of the City of St. Petersburg, Florida; authorizing the Executive Director or his designee to execute all documents necessary to effectuate this Resolution; and providing an effective date.

ATTACHMENTS: Exhibit "A", Exhibit "B", Resolution
EXHIBIT "A"
(Illustration of 800 - 1st Avenue South)
EXHIBIT "B"
(Deed)

Prepared by and Return to:
Alfred Wendler, Director
City of St. Petersburg
Real Estate & Property Management
P.O. Box 2842
St. Petersburg, Florida 33731

County Parcel Identification Number: 19-31-17-95365-001-0010

FEE SIMPLE DETERMINABLE DEED
(City as Grantor)

THIS FEE SIMPLE DETERMINABLE DEED, made this ________ day of ________
_______, A.D. 2019 between the CITY OF ST. PETERSBURG, FLORIDA, a municipal corporation
existing under the laws of the State of Florida, whose post office address is P.O. Box 2842, St. Petersburg,
Florida 33731, the grantor and hereinafter called the CITY, and UNITED INSURANCE HOLDINGS
CORPORATION, a Delaware corporation, whose post office address is 800 2nd Avenue South, St.
Petersburg, FL 33701, the grantee and hereinafter called UPC. ("UPC" is used herein for singular or plural, the singular shall include the
plural, and any gender shall include all genders, as context requires.)

WITNESSETH, that the said City, for and in consideration of the sum of ten dollars ($10.00) and
other valuable considerations to said City in hand paid, the receipt whereof is hereby acknowledged, has
granted, bargained and sold unto the said UPC, and UPC's heirs, or successors, and assigns forever, subject
to the below enumerated reversionary interest and deed restrictions, all that certain parcel of land in the
County of Pinellas and State of Florida, described as follows:

Lots 1 through 3, Block 1, WEBB CITY REPLAT, as recorded in Plat Book 90, Page 74
of the Public Record of Pinellas County, Florida, plus all vacated streets and alleys
contained therein.

TO HAVE AND TO HOLD, the same in fee simple determinable, together with all and singular,
the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and
claim whatsoever of the said City, either in law or equity, to the only proper use, benefit and behoof of the
said UPC, and UPC's heirs, or successors and assigns forever, so long as a parking structure and office
building is constructed on the land to at least twenty-five percent (25%) of full completion within twelve
month of the commencement of the Construction Period, as will be determined and memorialized by the
Construction Period Commencement Memorandum, attached hereto as Exhibit "A". In the event UPC has
not completed at least twenty-five percent of the physical construction of the office building and parking
garage to be constructed by the Grantee on the land, as certified and attested to in writing by the architect
for the project, within twelve (12) months of the commencement of the Construction Period as set forth in
Exhibit "A", then all rights and interests created by this Deed shall immediately cease and all rights and
interested shall automatically revert to the City, with no further action by either party required, as would
have been the case if this deed had never been created. The City's sole responsibilities to UPC shall be as
set forth in the agreement between the City and UPC, dated ____________ and approved by the City
Council of the City of St. Petersburg via Resolution ________________. Upon UPC completing at least
twenty-five percent of the physical construction of the office building and parking garage to be constructed
by UPC on the land within twelve (12) months of the recording of the Construction Period Commencement
Memorandum, City shall, promptly, after request of UPC, execute and deliver to UPC an instrument in
recordable form confirming that the reversionary interest has so expired and is of no further force or effect.
AS FURTHER LIMITATION AND RESTRICTION, if residential improvements are constructed on the property granted in this Deed within thirty (30) years from the date the deed is recorded, then a minimum of fifty percent (50%) of the units constructed shall be work force housing, as defined in the City Code of the City of St. Petersburg. (*City* and *UPC* are used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders, as context requires.)

[The Remainder of This Page is Intentionally Left Blank]
[Signature Page Follows]
IN WITNESS WHEREOF, the City 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 CITY:

Witness Signature

Print

Witness Signature

Print

CITY: CITY OF ST. PETERSBURG, FLORIDA

By: _____________________________
    Rick Kriseman
    As Its: Mayor

ATTEST:

By: _____________________________
    Chan Srinivasas, 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 Srinivasas, 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 Seal)

Notary Signature

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: _____________________________

APPROVED AS TO FORM:

City Attorney (Designee)
By: _____________________________
EXHIBIT "A"
CONSTRUCTION PERIOD COMMENCEMENT MEMORANDUM

THIS CONSTRUCTION PERIOD COMMENCEMENT MEMORANDUM ("Memorandum"), entered this ______day of____________________ 20___, by the City of St. Petersburg, a Florida municipal corporation, ("City") and United Insurance Holdings Corporation, a Delaware Corporation ("UPC"), (collectively "Parties").

WITNESSETH

WHEREAS, City and UPC entered into an agreement dated____________________ ("Agreement") pursuant to St. Petersburg City Council Resolution 2019 - ______, and

WHEREAS, in accordance with the Agreement City conveyed certain real property to UPC pursuant to a fee simple determinable deed recorded in the Official Record of Pinellas County, Florida Book ______ Page ______ ("Deed"); and

WHEREAS, the Agreement, provided that the reversionary interest contained in the Deed shall commence on the date the City records this notice ("Construction Period").

NOW THEREFORE, per the Agreement, the City states that commencement of the Construction Period of the Agreement occurred on the____ day of______________, 20___ and that the City has all appropriate authority to execute this Construction Period Commencement Memorandum and the persons executing this Memorandum has authority to execute the same and fully bind the party on whose behalf they are executing.

SIGNATURE PAGES FOLLOW THIS PAGE

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
WITNESSES

Sign: ________________________

Print: ________________________

Sign: ________________________

Print: ________________________

Reviewed by: ________________________

Alfred Wendler, Director
Real Estate & Property Management

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

By: ________________________
    Rick Kriseman, as its Mayor

ATTEST

By: ________________________
    Chan Srinivasa, City Clerk

STATE OF FLORIDA       )
COUNTY OF PINELLAS     )

The foregoing instrument was acknowledged before me this ___ day of
____________________ 20___, by Rick Kriseman and Chan Srinivasa as its Mayor and City Clerk,
respectively, of the City of St. Petersburg, Florida, a Florida 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

APPROVED AS TO CONTENT:

City Attorney (Designee)
By: ________________________
    Assistant City Attorney

APPROVED AS TO FORM:

City Attorney (Designee)
By: ________________________
    Assistant City Attorney

Legal:
CRA Resolution No. 2019 --____

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ST. PETERSBURG, FLORIDA FINDING 1) THE DISPOSITION OF A CITY-OWNED PARCEL LOCATED AT APPROXIMATELY 800 – 1ST AVENUE SOUTH, ST. PETERSBURG BY AN AGREEMENT FOR THE AMOUNT OF $5,000,000 TO UNITED INSURANCE HOLDINGS CORPORATION, A DELAWARE CORPORATION ("DISPOSITION"), IS CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN AND FLORIDA STATUTES; AND 2) RECOMMENDING APPROVAL OF THE DISPOSITION TO THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA; AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 18, 1982, the City adopted the Intown Redevelopment Plan ("IRP"), the revitalization plan for the City's downtown area ("Downtown"); and

WHEREAS, the overarching strategy of the IRP is to promote redevelopment through public-private partnerships that focus on utilizing public funds to generate greater private investment through leveraging techniques, which involves selling land to private developers for less than fair value, which is permissible under the Florida Community Redevelopment Act and an eligible activity under the IRP; and

WHEREAS, the IRP also specifies three geographical areas in Downtown within which to focus public investment – the Downtown Core, the Tropicana Field Site, and Webb's City, whereby Webb’s City strategic location between the IRP’s "Downtown Core", Tropicana Field, the Intown West CRA ("CRA") and the Bayfront/All Children's medical district make it an attractive redevelopment opportunity for several different market sectors; and

WHEREAS, the IRP calls for the Webb's City area to "provide essential residential support services as well as expanding the employment base through office development"; and

WHEREAS, to implement these goals, the Community Redevelopment Agency will engage in land assembly, disposition and development efforts; infrastructure and streetscaping improvements; small business assistance through mentoring and retention
programs as well as financial grants and loans; incentivizing affordable and market-rate housing development through financial grants and loans; support for workforce development and work readiness programs; and marketing and technical assistance; and

WHEREAS, on July 19, 2018, United Insurance Holdings Corporation, a Delaware Corporation d.b.a. UPC Insurance ("UPC"), submitted an offer to the City of St. Petersburg ("City"), (collectively, "Parties"), an offer to purchase the ±4.59 acres of City-owned property located at approximately 800 - 1st Avenue South, St. Petersburg ("Property") to construct a new corporate headquarters, which is located within the CRA and legally described as follows:

LOTS 1 THROUGH 3, BLOCK 1 WEBB CITY REPLAT, together with any roadways and alleys vacated by the City or owned by the City as may appear on the Plat; Parcel ID No.: 19-31-17-95365-001-0010; and

WHEREAS, UPC is an insurance company that has been in St. Petersburg since its founding in 1999, which is a successful, $1 billion+ growing company with high-paying jobs that seeks to expand its workforce in the coming years; and

WHEREAS, UPC currently operates from its office located at 800 - 2nd Avenue South and holds a long-term lease with the City for parking on the adjacent property to the West; and

WHEREAS, the Property is subject to a long-term lease with the City and, should this transaction proceed, would allow for a merger of title and extinguishment of the long-term lease; and

WHEREAS, UPC's proposal ("Proposal") is to construct on the Property a new corporate headquarters consisting of ±150,000 square feet of Class A office space, along with a parking garage of ±500 spaces, with additional space allocated for further development of a hotel and retail space on the site in the future; and

WHEREAS, UPC intends to expand its existing ±250 employee workforce by ±300 new employees in conjunction with the construction of the contemplated Development; and

WHEREAS, following Administration's review of the Proposal, Administration directed the Real Estate & Property Management Department to proceed with the required notification process governing disposition of the City-owned property within a CRA and subject to Florida Statute 163.380; and

WHEREAS, a Notice of Intent was advertised in the Tampa Bay Times on July 29, 2018, acknowledging receipt of the Proposal and indicated a deadline for alternative proposals by August 29, 2018; and

CM 190502 – 1 CDA City to UPC (800 – 1st Ave S) CRA
WHEREAS, one qualified alternative proposal was received by the City by the deadline and after careful consideration of both proposals, Administration has determined that UPC’s proposal meets the best interest of the City and its residents; and

WHEREAS, on October 4, 2018, City Council adopted Resolution No. 2018-528, which approved a non-binding term sheet for UPC to develop a mixed-use project on the Property and City Council further authorized the Mayor, or his designee to negotiate a lease and development agreement with UPC to include terms and conditions consistent with the term sheet and be subject to City Council approval; and

WHEREAS, subsequent to the adopted resolution, UPC requested to obtain the Property through a purchase agreement ("Agreement"); and

WHEREAS, Administration has negotiated an Agreement with UPC, subject to the approval of the City Council, with the following terms and conditions generally consistent with the non-binding term sheet previously approved by City Council, subject to incentives from the City, and covenants and assurances to honor the Agreement for completion of the Development; and

WHEREAS, UPC and the City agree that as an inducement to sell the Property to UPC for $5,000,000, which is below market value, that UPC has promised to retain the existing jobs and create new jobs, develop the Property as described above and provide public use of the parking garage of the Development; and

WHEREAS, UPC has negotiated with the City to construct a 500-space parking garage and pledges to make the majority of the garage open to the public at market rates during evenings and weekends to support not only the EDGE district but the public at-large who will increasingly need parking options within this area of Downtown as evidenced by a 2017 parking study performed at the request of the City; and

WHEREAS, the transaction described in this report is consistent with Intown Redevelopment Plan ("IRP") objectives as it enables the overarching strategy of the IRP to promote redevelopment through public-private partnerships that focus on utilizing public funds to generate greater private investment through leveraging techniques within the City’s downtown area; and

WHEREAS, the transaction described in this report is consistent with Florida Statutes, Chapter 163, Part III including, but not limited to Florida Statutes §163.370, §163.380, and §163.387, insofar as it is intended that this disposition is authorized by statute, will prevent the development or spread of future slums or blighted areas, and will carry out the purposes of the statutes.
NOW THEREFORE, BE IT RESOLVED by The Community Redevelopment Agency of the City of St. Petersburg, Florida ("Agency"), that the Agency 1) finds that the disposition of a City-owned parcel located at approximately 800 – 1st Avenue South, St. Petersburg by an Agreement for the amount of $5,000,000 to United Insurance Holdings Corporation, a Delaware Corporation ("Disposition") is consistent with the Intown Redevelopment Plan and Florida Statutes; and 2) recommends approval of the Disposition to the City Council of the City of St. Petersburg, Florida; and

BE IT FURTHER RESOLVED that the Executive Director or his designee is authorized to execute all documents necessary to effectuate this Resolution.

This Resolution becomes effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)
00443645.doc v1

APPROVED BY:

[Signature]
Alan DeLisle, Administrator
City Development Administration
The following page(s) contain the backup material for Agenda Item: Resolution by the Community Redevelopment Agency recommending that City Council approve grant funding for five applications to the Intown Redevelopment Plan Historic Preservation and Conservation Grant Program. Please scroll down to view the backup material.
I. Request

Community Redevelopment Agency recommendation that City Council approve the following grant funding levels for five applications to the Intown Redevelopment Plan “Historic Preservation and Conservation Grant Program.”

- Flori-de-Leon  $250,000
- Hotel Detroit  $110,145
- Snell Arcade  $148,147
- State Theater  $250,000
- Green Richman Arcade  $47,820

The total award for the five grants is $806,112 that will be funded from a $1 million allocation for this inaugural round of grants. The program was budgeted $5 million from the IRP Redevelopment Trust Fund. If the grant requests are approved $4,193,888 will remain available in the trust fund for future rounds.

II. Overview of Program

The Historic Preservation and Conservation Grant Program was created as part of 2018 amendments to the Intown Redevelopment Plan. On August 2, 2018, St. Petersburg City Council approved Ordinance 333-H adopting amendments to the Intown Redevelopment Plan that increased by $115 million - from $117.354 million to $232.354 million – the public improvements in the IRP redevelopment program that can be funded by tax increment financing. Included as part of the $115 million increase was approval to use up to $5 million in City and County TIF contributions to assist the rehabilitation of historic properties east of 8th Street. The Pinellas County Board of County Commissioners approved the amendments on September 13, 2018.

To distribute the public funding equitably, City Council approved Resolution 2018-599, which adopted the Intown “Historic Rehabilitation and Conservation Program” (see Attachment 1). The hallmarks of the program include:
City Council approval of all grant awards;
• Capping at $250,000 any individual grant award with no more than half of eligible costs being paid from City grant proceeds;
• Linking eligible and ineligible expenditures of the grant program to the City’s existing Ad Valorem Tax Exemption for Historic Properties program;
• Excluding grant applicants that have code enforcement liens, assessments or evidence of felony convictions;
• Allowing properties within Intown that have been formally Determined Eligible for Listing on the St. Petersburg Historic Register by the Community Planning and Preservation Commission to participate in the program; and
• Requiring all grant awardees to designate their properties if they are not currently St. Petersburg Historic Landmarks to ensure future renovations are reviewed by the City in accordance with the historic preservation ordinance.

City Council also approved a scoring system to objectively evaluate and prioritize grant submittals. The scoring system includes the following elements:

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

City Council also approved the creation of a Grant Review Committee (Committee) that would make the final determinations on property and project eligibility and scoring and make a recommendation to City Council on priority ranking. The Committee for this round of grants was made up of internal staff from the departments of Economic and Workforce Development as well as Planning and Development, including those from Construction Services and Urban Planning and Historic Preservation.

III. Overview of Submitted Grant Applications

On December 19, 2018, City Administration mailed a Notice of Funding Availability to all eligible historic properties within the Intown Redevelopment Area, announcing the deadline of February 8, 2019, and offering a workshop on the application at the Sunshine Center on January 10, 2019.
On the February 8, 2019, deadline, the City received the following applications:

<table>
<thead>
<tr>
<th>Property</th>
<th>Address</th>
<th>Project Costs</th>
<th>Grant Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flori-de-Leon</td>
<td>130 4th Ave N</td>
<td>$847,460</td>
<td>$250,000</td>
</tr>
<tr>
<td>Hotel Detroit</td>
<td>215 Central Ave</td>
<td>$160,281-$280,281</td>
<td>$80,141-$140,241</td>
</tr>
<tr>
<td>Snell Arcade</td>
<td>405 Central Ave</td>
<td>$296,294</td>
<td>$148,147</td>
</tr>
<tr>
<td>State Theater</td>
<td>687 Central Ave</td>
<td>$678,500</td>
<td>$250,000</td>
</tr>
<tr>
<td>Green Richman Arcade</td>
<td>689 Central Ave</td>
<td>$40,899</td>
<td>$20,499</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$2.02M to $2.14M</strong></td>
<td><strong>$748,787-$808,887</strong></td>
</tr>
</tbody>
</table>

The owner of the Station House, located at 260 1st Avenue South, also submitted an application. However, because the property is not currently a National or Local Register property and has not been determined eligible for listing on the St. Petersburg Historic Register, the Grant Review Committee deemed it ineligible for the grant.

The five applications are proposing the following work which will cost an estimated $2 million in construction. You can access the complete submittals at [2019 IRP Historic Preservation Grant Applications](#).

1. **Flori-de-Leon.** Applicant proposes to renovate thirteen structurally compromised character-defining balconies. The project will involve removing deteriorated balcony slabs, repairing supporting steel structures, and installing new top coating for all balconies. In addition, the applicant will be weatherproofing the exterior through patching, caulking, and re-stuccoing. Work will also involve replacing 54 existing 3-dimensional guardrails mounted on balconies with new ones and restoring 25 original two-dimensional balconette through cleaning, striping and repainting.

2. **Hotel Detroit:** Applicant is proposing to restore balconies on the Hotel Detroit, repair/replace front entry gates as well as replace front entry doors. In addition, the proposal includes repairing the north wall adjacent to Jannus Landing. The only project element to receive at least the required three construction bids concerned the balcony restoration. The rest were provided by one construction company with a range of costs identified in the table above.

3. **Snell Arcade.** Applicant is proposing to reroof the third and 8th floor, repair masonry including deteriorated masonry joints, failing window sealants and glazed terra cotta tile. In addition, the applicant is proposing to install a generator to keep constant power to elevators and emergency lights and systems as well as upgrading the fire alarm system.

4. **State Theater.** Applicant is proposing to restore storefront using modern and energy efficient materials for use as a multi-event venue. The doors and windows will be replaced and two additional doors added to the east and west archways.
The knee walls and glass block will be removed at the arched storefronts and detailed cleaning/restoration of the gothic decorative elements on the façade. A significant investment will also be made to recreate the blade-style State Theater sign and marquee in art deco fashion. Major interior work includes special attention being paid to preserving the architectural elements of the ceiling and staircase from the 1949 design and restoration of the original balcony seating. Interior systems will be upgraded.

5. **Green Richman Arcade.** Project will involve reroofing of the entire Green-Richman Arcade, including the first and second floors. The applicant will be installing TPO (Thermoplastic Polyolefin) roofing with new flashing/coping system, and installing vents. (Note: the Grant Review Committee would also allow the applicant to increase the scope of work by adding a new HVAC and awning.)

### IV. Scoring of Applications

On March 6, 2019, the IRP Grant Review Committee convened to review and score five eligible applications to the City of St. Petersburg’s Intown “Historic Rehabilitation and Conservation Program”. The five applications represented a combined grant request from the City of more than $800,000.

After hearing presentations from the applicants and staff, the GRC scored each application according to nine criteria approved by City Council in November that would prioritize applications through a competitive process. The process yielded the following preliminary priority order:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Score</th>
<th>Property</th>
<th>Eligible Grant Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>49</td>
<td>Green Richman Arcade</td>
<td>$20,499</td>
</tr>
<tr>
<td>2</td>
<td>47</td>
<td>State Theater</td>
<td>$250,000</td>
</tr>
<tr>
<td>3</td>
<td>44</td>
<td>Snell Arcade</td>
<td>$148,147</td>
</tr>
<tr>
<td>4</td>
<td>37</td>
<td>Hotel Detroit</td>
<td>$140,141</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>Flori-de-Leon</td>
<td>$250,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$808,787</strong></td>
<td></td>
</tr>
</tbody>
</table>

Because the State Theater, Snell Arcade and Hotel Detroit applications did not provide three estimates as required by the application process, the Committee offered each the opportunity to cure the deficiency. (Several applicants noted that the timing of the grant release over the holidays as well as the two-month deadline made it difficult to get estimates. Staff recognizes this and for future cycles intends to provide a longer time frame between the notice of funding availability and the grant deadline.) In addition, applicants for the Green Richman Arcade, Snell Arcade and Hotel Detroit were offered the opportunity to present additional information to earn additional points. The Committee instructed all applicants to provide the additional information by March 22, 2019, at 5:00 p.m.
At the deadline, only the applicant for the Snell Arcade provided the additional two estimates for the terra cotta tile project (see the attachment to the application review sheet). The applicants for the Snell Arcade and Green Richman Arcade also provided information to document additional points their applications should receive.

The Green Richman applicant also submitted estimates for two projects (HVAC and awning) that were not included in their original grant submittal. The applicant requested the increase in project scope as he was unable to get the required three estimates for these additions by the original deadline and did not include them in the submittal.

With two applicants not submitting the required estimates, City Development Administration requested Construction Services and Permitting (CSP) to vet the estimates of the applications to ensure they were not unreasonable. CSP staff determined that “for the most part the estimates seem to be consistent with average costs we see in projects of this nature. Restoration projects of this kind are often highly contingent on the level of finishes proposed” (see Attachment 2).

Finally, the applicant for the State Theater submitted information from its general contractor documenting the increased estimated total costs of the project to $683,637.

V. Grant Review Committee Recommendations

On April 8, 2019, the Grant Review Committee reconvened to make final recommendations to City Council on application scoring and project eligibility as well as priority rankings. In consideration of the information submitted to the Committee after its March 6, 2019, meeting, the Committee made by unanimous vote the following recommendations:

1. Accept the original estimates from the Hotel Detroit and State Theater as a valid basis for determining funding awards based on evaluation of these estimates by staff from Construction Services and Permitting;
2. Certify the final scores for each application based on all information submitted by March 22nd;
3. Accept the request submitted by the Green Richman for an increase in the scope of work for its application from $40,890 to $95,640 based on additional estimates submitted on March 22nd;
4. Accept the additional costs submitted by the applicant of the State Theater documenting the estimated total costs of the project at $683,637;
5. Approve full funding of Flori-de-Leon’s request for $250,000 in IRP grant funding;
6. Approve a funding level of $110,140 for the Hotel Detroit for the IRP grant funding. This is based on total eligible project costs of $220,281 described as follows:

   - $75,781 for balcony repairs
   - $100,000 for repairing the north wall of the building
   - $20,000 for replacing the front entry gates
   - $25,000 for replacing the front entry doors

7. Require the Hotel Detroit applicant to complete the repairs to the balcony and wall before undertaking the latter two items as they are more historically important;

8. Allow the Hotel Detroit applicant to utilize the grant allowance for entry features ($22,500) to supplement the wall repair if costs are greater than anticipated;

9. Approve full funding of Snell Arcade’s request for $148,147 in IRP grant funding;

10. Approve a full funding level of $250,000 for the State Theater; and

11. Approve full funding of Green Richman’s amended request for $47,620 in IRP grant funding.

These recommendations yielded the following final priority list and eligible grant award funding. See Attachments 3 through 7 for the final scoring and recommendation by the Committee.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Score</th>
<th>Property</th>
<th>Eligible Grant Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>59</td>
<td>Green Richman Arcade</td>
<td>$47,820</td>
</tr>
<tr>
<td>2</td>
<td>47</td>
<td>State Theater</td>
<td>$250,000</td>
</tr>
<tr>
<td>3</td>
<td>39</td>
<td>Snell Arcade</td>
<td>$148,147</td>
</tr>
<tr>
<td>4</td>
<td>37</td>
<td>Hotel Detroit</td>
<td>$110,145</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>Flori-de-Leon</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$806,112</strong></td>
</tr>
</tbody>
</table>

VI. Recommendation

The Community Redevelopment Agency recommends St. Petersburg City Council approve the attached Resolution.

Attachments: Resolution and Exhibits
WHEREAS, on August 2, 2018, St. Petersburg City Council approved Ordinance 333-H adopting amendments to the Intown Redevelopment Plan that increased by $115 million - from $117.354 million to $232.354 million – the public improvements in the Intown Redevelopment Plan (IRP) redevelopment program that can be funded by tax increment financing (TIF); and

WHEREAS, Ordinance 333-H also allows the City of St. Petersburg’s to utilize to $5 million in City and Pinellas County TIF contributions to assist the rehabilitation of historic properties east of 8th Street; and

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

WHEREAS, to distribute the public funding equitably, City Council approved Resolution 2018-599, which adopted the Intown “Historic Rehabilitation and Conservation Program” the hallmarks of which include:

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

WHEREAS, by approving the Intown “Historic Rehabilitation and Conservation Program” City Council also approved a scoring system and created a Grant Review Committee
that would make determinations on property and project eligibility and scoring and make a recommendation to City Council on priority ranking;

WHEREAS, on December 19, 2018, City Administration mailed a Notice of Funding Availability to all eligible historic properties within the Intown Redevelopment Area, announcing a deadline of February 8, 2019, and offering a workshop on the application at the Sunshine Center on January 10, 2019;

WHEREAS, on the February 8, 2019, deadline, the City received the following six applications with grant requests totaling between $829,287-$889,387:

<table>
<thead>
<tr>
<th>Property</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flori-de-Leon</td>
<td>130 4th Ave N</td>
<td>$250,000</td>
</tr>
<tr>
<td>Hotel Detroit</td>
<td>215 Central Ave</td>
<td>$80,141-$140,241</td>
</tr>
<tr>
<td>Snell Arcade</td>
<td>405 Central Ave</td>
<td>$148,147</td>
</tr>
<tr>
<td>State Theater</td>
<td>687 Central Ave</td>
<td>$250,000</td>
</tr>
<tr>
<td>Green Richman Arcade</td>
<td>689 Central Ave</td>
<td>$20,499</td>
</tr>
<tr>
<td>Station House</td>
<td>260 1st Avenue South</td>
<td>$80,500</td>
</tr>
</tbody>
</table>

WHEREAS, the Intown Historic Preservation Grant Committee (Committee) convened in a public meeting on March 8, 2019, to evaluate the grant applications;

WHEREAS, the Committee determined the Station House application was ineligible for grant funding because the property is not currently listed on either the National Register of Historic Places or the St. Petersburg Register property, is not a contributing property to a National Register or St. Petersburg Register historic district and has not been determined eligible for listing on the St. Petersburg Historic Register;

WHEREAS, after hearing presentations from the applicants and staff, the GRC scored each application according to the nine criteria approved by City Council in November that would prioritize applications through a competitive process. The process yielded the following preliminary priority order:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Score</th>
<th>Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>49</td>
<td>Green Richman Arcade</td>
</tr>
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<td>2</td>
<td>47</td>
<td>State Theater</td>
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<tr>
<td>4</td>
<td>37</td>
<td>Hotel Detroit</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>Flori-de-Leon</td>
</tr>
</tbody>
</table>

WHEREAS, because the State Theater, Snell Arcade and Hotel Detroit applications did not provide three estimates as required by the application process, the Committee offered each the opportunity to provide two more estimates by March 22, 2019;
WHEREAS, the Committee offered the applicants for the Green Richman Arcade, Snell Arcade and Hotel Detroit the opportunity to present additional information to earn additional points by close of business on March 22, 2019;

WHEREAS, at the March 22, 2019, deadline, only the applicant for the Snell Arcade provided the additional two estimates asked by the Committee, and the applicants for the Snell Arcade and Green Richman Arcade also provided information to document additional points their applications could potentially receive;

WHEREAS, with additional estimates not provided by the applicants for the State Theater and Hotel Detroit, City Development Administration requested the City of St. Petersburg’s Construction Services and Permitting (CSP) to vet the estimates of the applications to ensure they were not unreasonable or inflated;

WHEREAS, CSP staff determined that “for the most part the estimates seem to be consistent with average costs we see in projects of this nature. Restoration projects of this kind are often highly contingent on the level of finishes proposed”;

WHEREAS, the applicant for the State Theater submitted information from its general contractor documenting the increased estimated total costs of the project to $683,637 that is reflected in its application; and

WHEREAS, on April 8, 2019, the Grant Review Committee reconvened to make final recommendations to City Council on application scoring, eligible project costs, project eligibility as well as priority rankings; and

WHEREAS, in consideration of the information submitted to the Committee after its March 6, 2019, meeting, the Committee made by unanimous vote the following recommendations:

1. Accept the original estimates from the Hotel Detroit and State Theater as a valid basis for determining funding awards based on evaluation of these estimates by staff from Construction Services and Permitting;

2. Certify the final scores for each application based on all information submitted by March 22nd;

3. Accept the request submitted by the Green Richman for an increase in the scope of work for its application from $40,890 to $95,640 based on additional estimates submitted on March 22nd;

4. Accept additional costs submitted by the applicant of the State Theater documenting the estimated total costs of the project at $683,637;

5. Approve Flori-de-Leon’s request for $250,000;

6. Approve a funding level of $110,140 for the Hotel Detroit, based on total eligible project costs of $220,281 described as follows:
$75,781 for balcony repairs
$100,000 for repairing the north wall of the building
$20,000 for replacing the front entry gates
$25,000 for replacing the front entry doors

7. Require the Hotel Detroit applicant to complete the repairs to the balcony and wall before undertaking the latter two items as they are more historically important;

8. Allow the Hotel Detroit applicant to utilize the grant allowance for entry features to supplement the wall repair if costs if necessary;

9. Approve the Snell Arcade’s request for $148,147;

10. Approve the State Theater’s request for $250,000; and

11. Approve full funding of Green Richman’s amended request for $47,620 in IRP grant funding.

WHEREAS, the recommendations by the Committee yielded the following final priority list and eligible grant award funding.

<table>
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<tr>
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<td>2</td>
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<td>State Theater</td>
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<td>Snell Arcade</td>
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<td>5</td>
<td>30</td>
<td>Flori-de-Leon</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>$806,112</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED, that the St. Petersburg Community Redevelopment Agency recommends that City Council approve the following grant funding amounts totaling $806,112 for five applicants to the Intown Redevelopment Plan “Historic Rehabilitation and Conservation Program”:

Green Richman Arcade $47,820
State Theater $250,000
Snell Arcade $148,147
Hotel Detroit $110,145
Flori-de-Leon $250,000

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the St. Petersburg Community Redevelopment Agency recommends that City Council require the Hotel Detroit applicant to complete repairs to the balcony and north wall before undertaking the repair and/or replacement of the entry gate and door as they are more historically important and is
allowed to utilize the grant allowance for entry features to supplement the wall repair costs if necessary.

APPROVED AS TO FORM AND CONTENT:  

City Attorney (Désignee)

APPROVED BY:  

Alan Delisle  
City Development Administration

Elizabeth Makofske, Director  
Budget and Management
Attachment 1

Resolution 2018-599
“Historic Rehabilitation and Conservation Grant Program”
WHEREAS, TIF revenues are authorized to be expended for projects in the Area, including the financing or refinancing thereof, all as provided in Part III of Chapter 163;

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

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

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

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

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

WHEREAS, City Administration has created the IRP "Historic Rehabilitation and Conservation Grant Program" to equitably disburse funding for eligible property owners within Intown.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposed "Historic Rehabilitation and Conservation Grant Program" for the Intown Redevelopment Plan that is detailed in Exhibit A is hereby approved.
This resolution shall become effective immediately upon its adoption.

Adopted at a regular session of the City Council held on the 15th day of November, 2018.

Lisa Wheeler-Bowman, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

Purpose

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

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

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

Eligible Properties

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

In addition, properties that were determined eligible in 2006 for listing on the SPRHP may also take advantage of the program. Attachment 3 lists the properties that are currently deemed potential St. Petersburg historic landmarks based on a Determination of Eligibility. Properties not currently listed individually on the St. Petersburg or National Register of Historic Places, may undergo a Determination of Eligibility by City Historic Preservation staff to determine if their properties are eligible for listing. However, to apply for the IRP historic preservation grant,
a property must be formally deemed eligible for historic landmark listing by the Community Planning and Preservation Commission (CPPC), either as part of the 2006 group or by later action of the CPPC.

**Award Amount**

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

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

**Selection Process**

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

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

**Post Award Review and Compliance**

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

Eligible and Ineligible Costs (see Attachments 5 and 6)

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

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

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

Submittal Requirements

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

Application packages must include the following information:

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

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

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

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

- a. Code enforcement liens
- b. Special assessment liens
- c. Pending judgment or foreclosure
- d. Felony conviction
- e. Mortgage payments three months in arrears
- f. Unpaid property taxes
- g. Unpaid property insurance
- h. Pending litigation on foreclosure
Attachment 1
Intown Redevelopment Area

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

Individually Designated Historic Properties Currently Eligible for Grant

<table>
<thead>
<tr>
<th>Address</th>
<th>Site</th>
<th>Listing</th>
</tr>
</thead>
<tbody>
<tr>
<td>76 4th St N</td>
<td>U.S. Post Office</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>501 5th Avenue NE</td>
<td>Vinoy Park Hotel</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>262 4th Avenue N</td>
<td>Veillard House</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>405 Central Avenue</td>
<td>Snell Arcade</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>535 Central Avenue</td>
<td>Alexander Hotel</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>326 1st Avenue N</td>
<td>Dennis/McCarthy Hotel</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>689 Central Avenue</td>
<td>Green Richman Arcade</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>475 Central Avenue</td>
<td>S.H. Kress Building and Co.</td>
<td>LR &amp; NR</td>
</tr>
<tr>
<td>685-87 Central Avenue</td>
<td>State Theater</td>
<td>LR</td>
</tr>
<tr>
<td>136 4th Avenue NE</td>
<td>Bay Gables</td>
<td>LR</td>
</tr>
<tr>
<td>130 4th Avenue N</td>
<td>Flori-de-Leon</td>
<td>LR</td>
</tr>
<tr>
<td>336 1st Avenue N</td>
<td>Women's Town Improvement Association</td>
<td>LR</td>
</tr>
<tr>
<td>556 Central Avenue</td>
<td>St. Petersburg Federal Savings and Loan</td>
<td>LR</td>
</tr>
<tr>
<td>201-215 Central Avenue</td>
<td>Detroit Hotel</td>
<td>LR</td>
</tr>
<tr>
<td>256 1st Avenue N</td>
<td>Binnie-Bishop Hotel</td>
<td>LR</td>
</tr>
<tr>
<td>136 5th Avenue N</td>
<td>Burnside House</td>
<td>LR</td>
</tr>
<tr>
<td>305 5th Street S</td>
<td>Emerson Apartments</td>
<td>LR</td>
</tr>
<tr>
<td>335 2nd Avenue NE</td>
<td>Comfort Station</td>
<td>LR</td>
</tr>
<tr>
<td>95 Central Avenue</td>
<td>Ponce de Leon Hotel</td>
<td>LR</td>
</tr>
<tr>
<td>340 Beach Drive NE</td>
<td>Lantern Lane</td>
<td>LR</td>
</tr>
<tr>
<td>15 8th Street N</td>
<td>Harlan Hotel</td>
<td>LR</td>
</tr>
</tbody>
</table>

"LR" = St. Petersburg Register of Historic Places

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

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

<table>
<thead>
<tr>
<th>Address</th>
<th>Site</th>
<th>Year Determined Eligible</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 1st Avenue N</td>
<td>Jannus Landing</td>
<td>2006</td>
</tr>
<tr>
<td>242 1st Avenue N</td>
<td>Tamiami Hotel</td>
<td>2006</td>
</tr>
<tr>
<td>235 Central Avenue</td>
<td>St. James Hotel</td>
<td>2006</td>
</tr>
<tr>
<td>243-45 Central Avenue</td>
<td>St. Charles Hotel</td>
<td>2006</td>
</tr>
<tr>
<td>425-45 Central Avenue</td>
<td>Preston Hotel/Alden Hotel/ McCrory's</td>
<td>2006</td>
</tr>
<tr>
<td>449 Central Avenue</td>
<td>Florida Arcade</td>
<td>2006</td>
</tr>
<tr>
<td>465 Central Avenue</td>
<td>Lerner Stores</td>
<td>2006</td>
</tr>
<tr>
<td>483-99 1st Street S</td>
<td>Waterfront Park Apartments Coop</td>
<td>2006</td>
</tr>
<tr>
<td>128 3rd Street S</td>
<td>Fire Station #1</td>
<td>2006</td>
</tr>
<tr>
<td>33 6th Street S</td>
<td>Marbleside/St. Petersburg Federal S&amp;L</td>
<td>2006</td>
</tr>
<tr>
<td>341 3rd Street N</td>
<td>Victoria Apartments</td>
<td>2006</td>
</tr>
</tbody>
</table>
City staff will review the applications through the scoring system identified in Attachment 4 below. The ranked applications will then be forwarded to City Council, which will make the final decision on the award(s).

**Historic Significance**
- Both National and Local Register Individual Listing: 15 points
- Local Register of Historic Places only: 10 points
- Properties Determined Eligible for LRHP: 10 points
- National Register of Historic Places only: 5 points
- Contributing Property to NR District only: 1 point

**Capital Investment**
Construction value as a percentage of the appraised value of the property minus the land value
- 100 percent or more: 10 points
- 75% to 99%: 7 points
- 50% to 74.9%: 5 points

**Investment in Rehabilitating Historic Exterior and Interior Features**
- 75 percent or more of total capital investment: 10 points
- 50% to 74.9%: 7 points
- 25% to 49.9%: 5 points

**Investment in Major Building Systems to Extend Building Life**
- Reroofing: 5 points
- Structural repairs/upgrades to roof, walls and/or foundation: 5 points
- HVAC Replacement: 5 points
- Electrical wiring and service upgrade: 5 points

**Affordable Housing**
Defined as annual rents not exceeding 30 percent of the income of households at 120 percent or less than the area median income. (see annual Florida SHIP Guidelines that can linked to at https://www.floridahousing.org/owners-and-managers/compliance/rent-limits)
- 10 or more units created or rehabilitated: 10 points
- 7 to 9 created or rehabilitated: 7 points
- 3 to 6 created or rehabilitated: 5 points
Historic Rehabilitation and Conservation Grant
Intown Redevelopment Plan

Award Request/Leverage Needed

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

Location along Central Avenue Corridor

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

Small Storefront Width

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

Current or Proposed Use¹

- Grow Smarter Industry: 7 points
- Class A Office Space: 7 points

Existing Local Business Tenant

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

¹ “Use” will be determined by using the North American Industrial Classification System designations. If user is “proposed” then applicant must provide evidence of commitment to lease property upon project completion.
Attachment 5
Eligible Expenses for Grant

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

- Acquisition costs
- Appliances
- Cabinets (unless preserving 90% or more of the original design for any given room)
- Carpeting
- Decks (not part of original building design)
- Demolition costs (removal of a building or historic fabric on property site)
- Enlargement costs
- Fencing
- Feasibility studies
- Financing fees
- Furniture
- Landscaping
- Leasing Expenses
- Moving (building) costs (if part of acquisition)
- Outdoor lighting remote from building
- Parking lot, driveway
- Personnel expenses
- Paving
- Planters
- Porches (and enclosures) and Porticos (not part of original building)
- Retaining walls
- Security measures
- Sidewalks (except to preserve historic hex-block)
- Signage (except for costs associated with restoring historic signage)
- Storm sewer construction costs
- Utilities off-site
- Window treatments such as curtains and blinds (historic screens and original hardware are allowed as expense)
Attachment 2

Review of Submitted Estimates
City of St. Petersburg Construction and Permitting Services
April 2, 2019

RE: 2019 IRP Historic Preservation Grant Submission

Rick,

Don asked me to go over the submittals to see if the estimates seemed fair. My comments are attached.

For the most part, the estimates seem to be consistent with average costs we see in projects of this nature. Restoration projects of this kind are often highly contingent on the level of finishes proposed. Since these are historic properties being restore to their original glory, it is expected there will be custom work and a higher level of detail (all of which cost more).

Please feel free to contact me if you have any questions or comments,

Angie Phillips
Plans Review Coordinator, Construction Services & Permitting
City of St. Petersburg
727-892-5254
angela.phillips@stpete.org
### HOTEL DETROIT

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>COST ESTIMATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restore balconies</td>
<td>$72,281</td>
<td>Average cost of labor and materials; replace / repair specialty ironwork</td>
</tr>
<tr>
<td>Restore / replace front entry gates</td>
<td>$15,000 - 20,000</td>
<td>Average cost for custom gate replacement of this size</td>
</tr>
<tr>
<td>Replace front entry doors</td>
<td>$20,000 - 30,000</td>
<td>Average cost for impact storefront system with hardware requirements</td>
</tr>
<tr>
<td>Repair north wall adjacent to Janus Landing</td>
<td>$50,000 - 150,000</td>
<td>Unknown factors make this hard to determine, but could reach $150,000 or more if interior repairs necessary</td>
</tr>
</tbody>
</table>

*Replace windows with more sound insulating values

### SNELL ARCADE

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>COST ESTIMATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroof 3rd floor roof</td>
<td>$24,700</td>
<td>Average cost of labor and materials for roof / patio</td>
</tr>
<tr>
<td>Reroof 8th floor roof</td>
<td>$32,000</td>
<td>Average cost of labor and materials for roof / patio / drainage</td>
</tr>
<tr>
<td>Repair existing masonry conditions to include deteriorated joints</td>
<td>$125,999</td>
<td>Costs varies for repointing, but based on info provided, there will be a fair amount of scaffolding, lifts, and staging to perform necessary repairs. Estimate includes alternate work. Average to high cost for 150kw generator with new not gas pipe and elec to tasfer swith. *Will existing 500 gal diesel tank remain or be removed? Costs?</td>
</tr>
<tr>
<td>Install 150 kw natural gas generator as a backup</td>
<td>$71,794</td>
<td>Average cost for alarm system upgrade. However, change orders seem likely and will drive this cost higher.</td>
</tr>
<tr>
<td>Upgrade fire alarm system</td>
<td>$42,200</td>
<td></td>
</tr>
</tbody>
</table>
## LANDMARK THEATER

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>COST ESTIMATE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restore storefront to reflect original design and 1949 retrofit</td>
<td>$135,500</td>
<td>Cost will vary but seems average for extensive façade redesign with new storefront and structural retrofitting as necessary.</td>
</tr>
<tr>
<td>Cleanup and restore existing decorative elements as necessary</td>
<td>$36,500</td>
<td>Costs varies for repointing, but based on info provided the estimate seems fair.</td>
</tr>
<tr>
<td>Restore signage and marquee to reflect blade sign</td>
<td>$36,500</td>
<td>Average to high cost for proposed signage and associated structural requirements, however, with custom signage and potentially unique structural issues due to historic nature of building, the higher cost may be justified.</td>
</tr>
<tr>
<td>Restore and preserve original feel of lobby design and Grand Theater first floor</td>
<td>$217,000</td>
<td>Costs vary tremendously based on level of finishes.</td>
</tr>
<tr>
<td>Repair and restore restroom facilities</td>
<td>$87,000</td>
<td>Average to high cost for new plumbing, fixtures and finishes. Cost will vary depending on level of finishes.</td>
</tr>
<tr>
<td>Balcony restoration</td>
<td>$127,500</td>
<td>Costs vary tremendously based on level of finishes.</td>
</tr>
</tbody>
</table>
Attachment 3

Final Application Review by Grant Review Committee

Flori-de-Leon
130 4th Avenue North
Flori-de-Leon
130 4th Avenue North
2019IRP- #1

Final Application Overview
2019 IRP Historic Preservation Grant Submission

**Total Project Costs:** $847,460  
**Eligible Project Costs:** $847,460

**Total Costs Proposed for Historic Features:** $847,460

<table>
<thead>
<tr>
<th>Grant Request: $250,000</th>
<th>Maximum Grant Allowed: $250,000</th>
</tr>
</thead>
</table>

**Project Description and Budget**

The Flori-de-Leon Apartments proposes:

1) Renovate the 13 most structurally compromised balconies that define its appearance and create community Will involve removing the deteriorated balcony slab, repairing supporting steel structures; replacing steel mesh slab supports; sloping balcony decks to remove water; and installing new top coating for all balconies.

2) Weatherproof building exterior including walls and doors/windows through patching, caulking, re-stuccoing.

3) Replace 54 existing 3-dimensional guardrails mounted on balconies with new ones. Restore 25 original two-dimensional balconette through cleaning, striping and repainting.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Renovate 13 balconies</td>
<td>$369,460</td>
</tr>
<tr>
<td>2) Weatherproof the building envelope</td>
<td>$228,000</td>
</tr>
<tr>
<td>3) Replace 54 guardrails and restore 25 balconettes</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

**Total Project Costs**  
$847,460
Application Scoring Summary
Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Factor</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>10</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>10</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>5</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>0</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>0</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Application Score**: 30
**Application Scoring Table**

### Historic Significance

<table>
<thead>
<tr>
<th>Feature</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15 points</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10 points</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10 points</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5 points</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1 point</td>
</tr>
</tbody>
</table>

### Capital Investment

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

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 percent or more</td>
<td>10 points</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

The appraisal submitted by the applicant was done in February 2017 for insurance purposes based on the replacement method, the value was determined to be $14.5 million. This appraisal is too old based on the application submittal requirements. However, if this appraisal was to be used, the total project cost would be 6 percent of the value of the property. Zero points would be awarded.

### Investment in Rehabilitating Historic Exterior and Interior Features

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
<td>10 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7 points</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

The proposed project cost exceeds $840,000. The weatherproofing of the building envelope and the repair and/or replacement of the balconies are definitively investments in rehabilitating historic features. Collectively, these two projects add up to 70 percent of the project cost and result in a score of 7 points. If the remaining project, repairing 1950s era balconettes and guardrails, is deemed work on a historic feature by preservation staff then the applicant will get 10 points.
### Investment in Major Building Systems to Extend Building Life

<table>
<thead>
<tr>
<th>Item</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Weatherproofing is not a structural repair but it will prevent structural decline over time.

### Affordable Housing

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

<table>
<thead>
<tr>
<th>Units Created or Rehabilitated</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more</td>
<td>10</td>
</tr>
<tr>
<td>7 to 9</td>
<td>7</td>
</tr>
<tr>
<td>3 to 6</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Applicant has not provided evidence that any of the units are affordable. At any rate, no specific unit was being rehabilitated.

### Award Request/Leverage Needed

<table>
<thead>
<tr>
<th>Percentage of Costs</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50%</td>
<td>7</td>
</tr>
<tr>
<td>30% to 39%</td>
<td>5</td>
</tr>
<tr>
<td>20% to 29%</td>
<td>3</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The award requested ($250,000) represents 29.5% of the total project costs ($847,460). Rounding up yields a 5-point score.
<table>
<thead>
<tr>
<th><strong>Location along Central Avenue Corridor</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Avenues – from Beach Drive to 8th Street</td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Comments/Notes:</strong></td>
<td></td>
</tr>
<tr>
<td>Property is not located on Central Avenue.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Small Storefront Width along Central Avenue Corridor/Beach Drive</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Comments/Notes:</strong></td>
<td></td>
</tr>
<tr>
<td>Program only applies to commercial uses on Central Avenue corridor and Beach Drive.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Current or Proposed Use</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Smarter Industry</td>
<td>7 points</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
<tr>
<td><strong>Comments/Notes:</strong></td>
<td></td>
</tr>
<tr>
<td>The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.</td>
<td></td>
</tr>
<tr>
<td>Criteria only applies to nonresidential uses.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Existing Local Business Tenant</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Comments/Notes:</strong></td>
<td></td>
</tr>
<tr>
<td>Program only applies to commercial uses on Central Avenue corridor and Beach Drive.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 4
Final Application Review by Grant Review Committee

Hotel Detroit
215 Central Avenue
Final Application Overview
2019 IRP Historic Preservation Grant Submission

<table>
<thead>
<tr>
<th>Total Project Costs: $220,281</th>
<th>Eligible Project Costs: $75,281</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Costs Proposed for Historic Features: Applicant identifies $150,000 to $225,000</td>
<td></td>
</tr>
<tr>
<td>Grant Request: $110,145</td>
<td>Maximum Grant Allowed: $250,000</td>
</tr>
<tr>
<td>Current Property Use: Residence/Retail</td>
<td>Proposed Use: Residence/Retail</td>
</tr>
</tbody>
</table>

**Project Description and Budget**

Applicant is proposing to restore balconies on the Hotel Detroit, repair/replace front entry gates as well as replace front entry doors. In addition, the proposal includes repairing the north wall adjacent to Janus Landing. The only project element to receive at least the required three construction bids concerned the balcony restoration. The rest were provided by one construction company with a range of costs identified below. (Note: the application also identified the need for soundproof windows but attached no cost estimates.)

<table>
<thead>
<tr>
<th>Project</th>
<th>Original Cost</th>
<th>Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restored Balconies</td>
<td>$75,281</td>
<td>$75,281</td>
</tr>
<tr>
<td>Repair/Replace front entry gates</td>
<td>$15,000 to $25,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Replace Front Entry Doors</td>
<td>$20,000 to $30,000</td>
<td>$25,000</td>
</tr>
<tr>
<td>Repair North Wall adjacent to Janus Landing</td>
<td>$50,000 to $150,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

**Total Project Costs**

$160,281-$280,281

$220,281

Construction and Permitting Services Department reviewed the estimates for the above items. It found that the range of costs provided for the entry features and repairing the north wall are reasonable and in line with costs it is observing. The Grant Review Committee recommended

1) approve the midpoint of the range of the costs for replacing the front entry doors and repairing the north wall;
2) require the applicant to complete the repairs on the balcony and the north wall before undertaking construction on the entry features; and
3) allow the applicant to utilize the grant allowance for the entry features ($22,500) to supplement the wall repair project if costs are greater than anticipated.
Hotel Detroit  
215 Central Avenue  
2019IRP- #2

Application Scoring Summary  
Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>10</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>10</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>7</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>0</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Application Score 37
### Application Scoring Table

#### Historic Significance

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Capital Investment

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction value as a percentage of the appraised value of the property minus land value</td>
<td></td>
</tr>
<tr>
<td>100 percent or more</td>
<td>10</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

Comments/Notes:
The applicant submitted an appraisal of $3.1 million from 2002, which does not meet the application requirement of an appraisal conducted within one year of application. In addition, evaluating eligible points for this category is complicated by the imprecise cost estimates ($185K to $280k) available for most of the project. However, even accepting the imprecise cost range and the old appraisal, the project costs would range between 6% and 9% of the appraisal and would not yield any points.

#### Investment in Rehabilitating Historic Exterior and Interior Features

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
<td>10</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

Comments/Notes:
Again, the range of project cost estimates complicate scoring for this category. The one acceptable project estimate - the $75,281 for the balconies – would be considered an investment in rehabilitating historic exterior and interior features. If it gets divided into the one eligible cost $75,281, then it should be given a score of 10. If the balconies get divided into the cost range of $185,281 to $280,281, wherein the percentages range between 27% to 41%, then the project should be given a score of 5.

With the validation by Construction Services of the estimated construction costs for the north wall and entry features, the applicant will be expending nearly 80 percent of the project on historic features (the balcony and north wall). Therefore, the score for this criterion should be increased to 10 points.
### Investment in Major Building Systems to Extend Building Life

<table>
<thead>
<tr>
<th>Investment</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The documentable portions of the project (i.e., balconies) do not involve investment in major systems. With the addition of the north wall repair, the applicant does receive a score of 5 points.

### Affordable Housing

<table>
<thead>
<tr>
<th>Affordable Housing</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more units created or rehabilitated</td>
<td>10</td>
</tr>
<tr>
<td>7 to 9 created or rehabilitated</td>
<td>7</td>
</tr>
<tr>
<td>3 to 6 created or rehabilitated</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

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

The proposal is not creating or rehabilitating affordable housing.

### Award Request/Leverage Needed

<table>
<thead>
<tr>
<th>Award Request/Leverage Needed</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50% of total eligible project costs</td>
<td>7</td>
</tr>
<tr>
<td>30% to 39% of total eligible project costs</td>
<td>5</td>
</tr>
<tr>
<td>20% to 29% of total eligible project costs</td>
<td>3</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Scoring this criterion was complicated initially by several considerations. First, the applicant does not identify their award request, only “50% of eligible costs.” Also, the range of project cost estimates complicated scoring for this category. If the balconies were deemed the only eligible project cost (at $75,281) then the applicant could potentially receive $37,640 in grant funding. Therefore, this amount would be eligible for a score of 7 points.

However, with the validation by Construction Services of the estimated construction costs for the north wall and entry features and the recommendation of the Review Committee to accept the midpoint of estimate ranges, the entire scope of work proposed by the applicant is eligible for grant funding. The award request for this scope of work is still 50% of eligible costs so no change in points.
<table>
<thead>
<tr>
<th><strong>Location along Central Avenue Corridor</strong></th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Avenues – from Beach Drive to 8th Street</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Property is located along Central Avenue.

<table>
<thead>
<tr>
<th><strong>Small Storefront Width along Central Avenue Corridor/Beach Drive</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

“Small” storefront width is defined by the “Storefront Conservation Corridor Plan” as 20 feet or less. The commercial spaces occupied by Caddy's and the former Detroit Liquors are 83 feet and 40 feet wide respectively.

<table>
<thead>
<tr>
<th><strong>Current or Proposed Use</strong></th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Smarter Industry</td>
<td>7 points</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.

The project has 24 private residences and five commercial units that operate as restaurants and bars. None of those uses qualify as a Grow Smarter industry or are eligible for points as Class A Office space.
<table>
<thead>
<tr>
<th>Existing Local Business Tenant</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td></td>
</tr>
<tr>
<td>Comments/Notes:</td>
<td></td>
</tr>
<tr>
<td>The applicant provided no information by March 22nd to identify compliance.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment 5

Final Application Review by Grant Review Committee

Snell Arcade
405 Central Avenue
Snell Arcade
405 Central Avenue
2019IRP- #3

Final Application Overview
2019 IRP Historic Preservation Grant Submission

<table>
<thead>
<tr>
<th>Total Project Costs: $296,294</th>
<th>Eligible Project Costs: $296,294</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Costs Proposed for Historic Features: $182,299</td>
<td></td>
</tr>
<tr>
<td>Grant Request: $148,147</td>
<td>Maximum Grant Allowed: $250,000</td>
</tr>
<tr>
<td>Current Property Use: MF/Office/Retail</td>
<td>Proposed Use: MF/Office/Retail</td>
</tr>
</tbody>
</table>

Project Description and Budget

Project includes the following elements:

Note: Estimates for #s 3 and 4 are from 2014 and 2016.

1. Reroof third-floor roof that doubles as a patio deck for residents on this floor.
2. Reroof 8th floor roof
3. Repair masonry – includes deteriorated masonry joints, rusting window lintels, failing window sealants, and damaged glazed terracotta.
4. Install natural gas 150 kw generator to be used as backup when power goes off. This will supply power to life safety systems such as elevators, emergency lights and systems. Proposal will eliminate current diesel storage tank.
5. Upgrade fire alarm system with new EST3 fire alarm panel with voice evacuation and firefighter phone systems.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroof 3rd floor roof</td>
<td>$24,700</td>
</tr>
<tr>
<td>Reroof 8th floor roof</td>
<td>$32,000</td>
</tr>
<tr>
<td>Repair existing masonry conditions to include</td>
<td></td>
</tr>
<tr>
<td>deteriorated joints,</td>
<td>$125,999</td>
</tr>
<tr>
<td>Install 150 kw natural gas generator as a backup</td>
<td>$71,794</td>
</tr>
<tr>
<td>Upgrade fire alarm system</td>
<td>$42,200</td>
</tr>
</tbody>
</table>

Total Project Costs $296,693

1
Application Scoring Summary

Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>15</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>7</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>7</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>0</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>0</td>
</tr>
</tbody>
</table>

Total Application Score 39
**Application Scoring Table**

<table>
<thead>
<tr>
<th>Historic Significance</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15 points</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10 points</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10 points</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5 points</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1 point</td>
</tr>
</tbody>
</table>

**Capital Investment**

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

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 percent or more</td>
<td>10 points</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Investment in Rehabilitating Historic Exterior and Interior Features**

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
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<td>50% to 74.9%</td>
<td>7 points</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Note applicant did not provide an appraisal.

The fire system and mechanical upgrades are not considered historic rehabilitation. The masonry repair alone, a clear historic rehab project, reflects 43 percent of the total capital investment. Adding the two roofs would increase that percentage to 62 percent.
<table>
<thead>
<tr>
<th>Investment in Major Building Systems to Extend Building Life</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5 points</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5 points</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5 points</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

Project will involve reroofing 3rd and 8th floors.

<table>
<thead>
<tr>
<th>Affordable Housing</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Affordable” is defined as annual rents not exceeding 30 percent of the income of households at 120 percent or less than the area median income. (see annual Florida SHIP Guidelines that can linked to at <a href="https://www.floridahousing.org/owners-and-managers/compliance/rent-limits">https://www.floridahousing.org/owners-and-managers/compliance/rent-limits</a>)</td>
<td></td>
</tr>
<tr>
<td>10 or more units created or rehabilitated</td>
<td>10 points</td>
</tr>
<tr>
<td>7 to 9 created or rehabilitated</td>
<td>7 points</td>
</tr>
<tr>
<td>3 to 6 created or rehabilitated</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

No affordable units are being created or rehabilitated.

<table>
<thead>
<tr>
<th>Award Request/Leverage Needed</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50% of total eligible project costs</td>
<td>7 points</td>
</tr>
<tr>
<td>30% to 39% of total eligible project costs</td>
<td>5 points</td>
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<tr>
<td>20% to 29% of total eligible project costs</td>
<td>3 points</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

The total cost of the project is estimated at $296,693 with the applicant request 50 percent.
### Location along Central Avenue Corridor

<table>
<thead>
<tr>
<th>1st Avenues – from Beach Drive to 8th Street</th>
<th>5 points</th>
</tr>
</thead>
</table>

**Comments/Notes:**

Project is located along Central Avenue.

### Small Storefront Width along Central Avenue/Beach Drive

<table>
<thead>
<tr>
<th>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</th>
<th>5 points</th>
</tr>
</thead>
</table>

**Comments/Notes:**

"Small" storefront width is defined by the “Storefront Conservation Corridor Plan” are defined as 20 feet or less. The three commercial spaces in the Arcade fronting Central Avenue all have store widths 34 feet or greater.

### Current or Proposed Use

<table>
<thead>
<tr>
<th>Grow Smarter Industry</th>
<th>7 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.

No uses in the building meet this criterion.
The "Storefront Conservation Corridor Plan" supports a Local, Independent Business, which is defined as the following:

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 makes 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.

d. Business must have no more than three franchises or outlets.

The applicant provided a document from Sunbiz.org that among other items confirms that this restaurant is the only one operating as Bombay Grill under this LLC in Florida. The document names Mr. Rajesh Kumar the manager and agent with mailing addresses in Hillsborough and Hernando counties. In addition, a Mr. Rajesh Kumar owns a dozen or more properties in Pinellas County but homesteads his property in Treasure Island. Because Mr. Kumar does not appear to be a resident of St. Petersburg, the applicant is not eligible for points under this criterion.
Attachment 6

Final Application Review by Grant Review Committee

State Theater
687 Central Avenue
**Final Application Overview**

2019 IRP Historic Preservation Grant Submission

<table>
<thead>
<tr>
<th>Total Project Costs: $683,637</th>
<th>Eligible Project Costs: $683,637</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Costs Proposed for Historic Features: $591,500</td>
<td></td>
</tr>
<tr>
<td>Grant Request: $250,000</td>
<td>Maximum Grant Allowed: $250,000</td>
</tr>
<tr>
<td>Current Property Use: Concert Venue/ Night Club</td>
<td>Proposed Use: Concert Venue/ Night Club/ Event Space</td>
</tr>
</tbody>
</table>

### Project Description and Budget

The project calls for extensive renovations on both the exterior and interior of the building.

**Exterior**

- **Restore storefront** using modern and energy efficient materials for use as a multi-event venue. The doors and windows will be replaced and two additional doors added to the east and west archways. The knee walls and glass block will be removed at the arched storefronts and detailed cleaning/restoration of the gothic decorative elements on the façade. A significant investment will also be made to recreate the blade-style State Theater sign and marquee in art deco fashion.

**Interior**

- Will be overhauled with special attention paid to preserving the architectural elements of the ceiling lines and staircase from the 1949 design. The 1980s bathroom will be completely removed and replaced with new fixtures, tile and plumbing consistent with original era. The original balcony seating will be restored with replica seating. Fire and sprinkler system will be brought up to date as electrical and plumbing.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Restore storefront to reflect original design and 1949 retrofit</td>
<td>$135,500</td>
</tr>
<tr>
<td>2) Clean up and restore existing decorative elements and masonry</td>
<td>$36,500</td>
</tr>
<tr>
<td>3) Restore signage and marquee to reflect blade style</td>
<td>$75,000</td>
</tr>
<tr>
<td>4) Restore and preserve original feel of lobby design and Grand Theater first floor</td>
<td>$217,000</td>
</tr>
<tr>
<td>5) Repair and restore restroom facilities</td>
<td>$87,000</td>
</tr>
<tr>
<td>6) Balcony restoration</td>
<td>$127,500</td>
</tr>
</tbody>
</table>

| Total Project Costs | $678,500 |
## Application Scoring Summary

Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>10</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>10</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>5</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>5</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>0</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>7</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total Application Score** | **47**
The State Theater  
687 Central Avenue  
2019IRP- #4

Application Scoring Table

<table>
<thead>
<tr>
<th>Historic Significance</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15 points</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
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<td>5 points</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1 point</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capital Investment</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction value as a percentage of the appraised value of the property minus land value</td>
<td></td>
</tr>
<tr>
<td>100 percent or more</td>
<td>10 points</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:
The property was appraised in May 2018 under the sales comparison ($1.7 million) and income approach ($2.29 million). With project costs at $683,000, this represents 39.9 percent of the lesser appraisal amount.

<table>
<thead>
<tr>
<th>Investment in Rehabilitating Historic Exterior and Interior Features</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
<td>10 points</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7 points</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:
Approximately $591,000 of the total project budget will be devoted to rehabilitating historic exterior and interior features. This represents 87 percent of the total.
The State Theater  
687 Central Avenue  
2019IRP- #4  

### Investment in Major Building Systems to Extend Building Life  

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**  
Based on the project description the applicant will be upgrading electrical wiring and service upgrade.  
(Note: amend to add fire suppression and safety upgrades as eligible in the future)

### Affordable Housing  

<table>
<thead>
<tr>
<th>Number of Units Created or Rehabilitated</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more units created or rehabilitated</td>
<td>10</td>
</tr>
<tr>
<td>7 to 9 created or rehabilitated</td>
<td>7</td>
</tr>
<tr>
<td>3 to 6 created or rehabilitated</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**  
Project is a commercial use.

### Award Request/Leverage Needed  

<table>
<thead>
<tr>
<th>Percentage of Total Eligible Project Costs</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50%</td>
<td>7</td>
</tr>
<tr>
<td>30% to 39%</td>
<td>5</td>
</tr>
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<td>20% to 29%</td>
<td>3</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0</td>
</tr>
</tbody>
</table>

**Comments/Notes:**  
The applicant is requesting $250,000 to assist with the project, which is 36.8% of the total costs of $683,000.
**The State Theater**  
687 Central Avenue  
2019IRP- #4

<table>
<thead>
<tr>
<th>Location along Central Avenue Corridor</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Avenues – from Beach Drive to 8th Street</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

The building is located along Central Avenue.

<table>
<thead>
<tr>
<th>Small Storefront Width</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

“Small” storefront width is defined by the “Storefront Conservation Corridor Plan” are defined as 20 feet or less. The building is a single-use space and is 58 feet wide.

<table>
<thead>
<tr>
<th>Current or Proposed Use</th>
<th>7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Smarter Industry</td>
<td>7 points</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7 points</td>
</tr>
</tbody>
</table>

Comments/Notes:

The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services.

The State Theater is a performing arts venue which is classified under the North American Industrial Classification System as a “Promoter of Performing Arts, Sports, and Similar Events with Facilities” (71131). This use is deemed as Grow Smarter Industry under “Creative Arts and Design.”
**Existing Local Business Tenant**

<table>
<thead>
<tr>
<th>Definition</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The “Storefront Conservation Corridor Plan” supports a Local, Independent Business, which is defined as the following:

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 makes 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.

d. Business must have no more than three franchises or outlets.

According to Sunbiz records provided by the applicant, Landmark Theater Group LLC, which owns the property, meets the definition above. Kevin Chadwick, the manager of the LLC, has homesteaded property in St. Petersburg.
Green-Richman Arcade
689 Central Avenue
2019IRP- #5

**Final Application Overview**

2019 IRP Historic Preservation Grant Submission

<table>
<thead>
<tr>
<th>Total Project Costs: $95,640</th>
<th>Eligible Project Costs: $95,640</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Costs Proposed for Historic Features: $0</td>
<td></td>
</tr>
<tr>
<td>Grant Request: $47,820</td>
<td>Maximum Grant Allowed: $250,000</td>
</tr>
<tr>
<td>Current Property Use: Office and Retail</td>
<td>Proposed Use: Office and Retail</td>
</tr>
</tbody>
</table>

### Project Description and Budget

**Original Application Scope of Work**

Project will involve reroofing of the entire Green-Richman Arcade, including the first and second floors. The applicant will be installing TPO (Thermoplastic Polyolefin) roofing with new flashing/coping system, and installing vents.

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing both floors of Arcade</td>
<td>$40,899</td>
</tr>
</tbody>
</table>

**Total Project Costs**

$40,899

**Amended Scope of Work**

Project will involve reroofing of the entire Green-Richman Arcade, including the first and second floors. The applicant will be installing TPO (Thermoplastic Polyolefin) roofing with new flashing/coping system, and installing vents. In addition, the applicant was approved by the Grant Review Committee to amend his scope of work to include an awning as well as HVAC. He provided estimates for these two projects by the March 22nd deadline (see attached).

<table>
<thead>
<tr>
<th>Project</th>
<th>Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing both floors of Arcade</td>
<td>$40,899</td>
</tr>
<tr>
<td>Awning</td>
<td>$26,341</td>
</tr>
<tr>
<td>HVAC</td>
<td>$28,400</td>
</tr>
</tbody>
</table>

**Total Project Costs**

$95,640
Attachment 7

Final Application Review by Grant Review Committee

The Green Richman Arcade
689 Central Avenue
Final Application Scoring Summary

Final Results from April 8, 2019, Grant Review Committee Meeting

<table>
<thead>
<tr>
<th>Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Historic Significance</td>
<td>15</td>
</tr>
<tr>
<td>Capital Investment</td>
<td>0</td>
</tr>
<tr>
<td>Investment in Rehabilitating Historic Exterior/Interior Features</td>
<td>5</td>
</tr>
<tr>
<td>Investment in Major Building Systems to Extend Building Life</td>
<td>10</td>
</tr>
<tr>
<td>Affordable Housing</td>
<td>0</td>
</tr>
<tr>
<td>Award Request/Leverage Needed</td>
<td>7</td>
</tr>
<tr>
<td>Location along Central Avenue Corridor</td>
<td>5</td>
</tr>
<tr>
<td>Small Storefront Width</td>
<td>5</td>
</tr>
<tr>
<td>Current or Proposed Use</td>
<td>7</td>
</tr>
<tr>
<td>Existing Local Business Tenant</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total Application Score** 59
### Application Scoring Table

#### Historic Significance

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Both National and Local Register Individual Listing</td>
<td>15</td>
</tr>
<tr>
<td>Local Register of Historic Places only</td>
<td>10</td>
</tr>
<tr>
<td>Properties Determined Eligible for LRHP</td>
<td>10</td>
</tr>
<tr>
<td>National Register of Historic Places only</td>
<td>5</td>
</tr>
<tr>
<td>Contributing Property to NR District only</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Capital Investment

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

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 percent or more</td>
<td>10</td>
</tr>
<tr>
<td>75% to 99%</td>
<td>7</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

Comments/Notes:

Applicant submitted an appraisal from August 2016, which does not meet the application requirement for an appraisal no older than one year. At any rate, if the appraisal were accepted, the project would receive no points. The “value conclusion” finds that the property would be valued at $1.41 million “as is” and $1.64 million with renovation/stabilization. The construction value as a percentage of either valuation is less than 3 percent. The Grant Review Committee accepted the applicant’s request to add projects to the scope of work that raised the percentage to nearly 7 percent, which still does not affect the score.

#### Investment in Rehabilitating Historic Exterior and Interior Features

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>75 percent or more of total capital investment</td>
<td>10</td>
</tr>
<tr>
<td>50% to 74.9%</td>
<td>7</td>
</tr>
<tr>
<td>25% to 49.9%</td>
<td>5</td>
</tr>
</tbody>
</table>

Comments/Notes:

Project does not involve rehabilitating historic roofing material. However, with the Grant Review Committee accepting the amended project scope and deeming the addition of the awning as an investment in rehabilitating a historic feature then 28 percent of the project will involve investment in a historic feature, which makes it eligible for 5 points.
**Investment in Major Building Systems to Extend Building Life**

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reroofing</td>
<td>5</td>
</tr>
<tr>
<td>Structural repairs/upgrades to roof, walls and/or foundation</td>
<td>5</td>
</tr>
<tr>
<td>HVAC Replacement</td>
<td>5</td>
</tr>
<tr>
<td>Electrical wiring and service upgrade</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The grant will fund reroofing the second and first floor. With the Grant Review Committee accepting the amended project scope the HVAC replacement adds another 5 points to this category.

**Affordable Housing**

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 or more units created or rehabilitated</td>
<td>10 points</td>
</tr>
<tr>
<td>7 to 9 created or rehabilitated</td>
<td>7 points</td>
</tr>
<tr>
<td>3 to 6 created or rehabilitated</td>
<td>5 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
Project does not involve housing.

**Award Request/Leverage Needed**

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>40% to 50% of total eligible project costs</td>
<td>7 points</td>
</tr>
<tr>
<td>30% to 39% of total eligible project costs</td>
<td>5 points</td>
</tr>
<tr>
<td>20% to 29% of total eligible project costs</td>
<td>3 points</td>
</tr>
<tr>
<td>20% of total eligible project costs</td>
<td>0 points</td>
</tr>
</tbody>
</table>

**Comments/Notes:**
The award requested ($20,499) represents 50% of the total project costs ($40,899) giving it a 7-point score. With the Grant Review Committee accepting the amended project scope the award now requested ($47,820) is 50% of the total project costs ($95,640). No change in points.
**Location along Central Avenue Corridor**

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Avenues – from Beach Drive to 8th Street</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

Project is on Central Avenue.

**Small Storefront Width along Central Avenue/Beach Drive**

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Defined by the City of St. Petersburg “Storefront Conservation Corridor Plan”</td>
<td>5</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

“Small” storefront width is defined by the “Storefront Conservation Corridor Plan” as defined as 20 feet or less. The Green-Richman Arcade has two storefronts each 15-ft. wide that are separated by the Arcade.

**Current or Proposed Use**

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grow Smarter Industry</td>
<td>7</td>
</tr>
<tr>
<td>Class A Office Space</td>
<td>7</td>
</tr>
</tbody>
</table>

**Comments/Notes:**

The Grow Smarter Strategy is an economic development plan created in 2014 for St. Petersburg to enhance the city’s competitive position and provide quality, diverse economic growth. To accomplish this, it focuses on growing businesses and workforce in the five following targeted sectors: Marine and Life Sciences, Data Analytics, Specialized Manufacturing, Creative Arts and Design, and Financial Services. Staff will utilize the NAICS classification system to determine Grow Smarter uses.

The applicant provided the following tenant roll by March 22nd. Staff has determined that two of the tenants – Chromatic and thetechreviewer.com - qualify as Grow Smarter uses under both Data Analytics and Creative Arts and Design. Chromatic qualifies as a Custom Computer Programming Service (541511) which NAICS describes as “comprising establishments primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer.” TheTechReviewer.com qualifies as Internet Publishing and Broadcasting and Web Search Portals (519130), which “comprises establishments primarily engaged in (1) publishing and/or broadcasting content on the Internet exclusively or (2) operating Web sites that use a search engine to generate and maintain extensive databases of Internet addresses and content in an easily searchable format (and known as Web search portals). The publishing and broadcasting establishments in this industry do not provide traditional (non-Internet) versions of the content that they publish or broadcast. They provide textual, audio, and/or video content of general or specific interest on the Internet exclusively.”
Green-Richman Arcade
689 Central Avenue
2019IRP-#5

<table>
<thead>
<tr>
<th>Company</th>
<th>Industry</th>
<th>Grow Smarter Cluster</th>
<th>NAICS Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chromatic</td>
<td>Web Development</td>
<td>Data Analytics</td>
<td>541511</td>
</tr>
<tr>
<td>thetechreviewer.com</td>
<td>Technology Blogger</td>
<td>Data Analytics</td>
<td>519130</td>
</tr>
<tr>
<td>Pro-voke</td>
<td>Consulting / Organization design and structure</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Smar7 Apps LLC</td>
<td>Sales App / Upsell App</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Zoe Blueprint</td>
<td>Computer/Business related services</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Inherent Strength, LLC.</td>
<td>Life Coaching / Mental Health Counseling</td>
<td>None</td>
<td>NA</td>
</tr>
<tr>
<td>Bronson medical</td>
<td>Healthcare</td>
<td>None</td>
<td>NA</td>
</tr>
</tbody>
</table>

**Existing Local Business Tenant**

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

5

**Comments/Notes:**

The “Storefront Conservation Corridor Plan” supports a Local, Independent Business, which is defined as the following:

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 makes 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.

d. Business must have no more than three franchises or outlets.

Applicant provided corporate documents from Sunbiz.org for Urban Creamery LLC that identified the LLC as being solely located at this site in St. Petersburg. In addition, the registered agent/manager is a resident of St. Petersburg.
The following page(s) contain the backup material for Agenda Item: Accepting a bid from Douglas N. Higgins Inc., in the amount of $813,970, for Cosme Water Treatment Plant Filter Valves Replacement and Concrete Penetration Wall Repair. (Engineering Project No. 18069-111 Oracle No. 16429).

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

Subject: Accepting a bid from Douglas N. Higgins Inc., in the amount of $813,970, for Cosme Water Treatment Plant Filter Valves Replacement and Concrete Penetration Wall Repair. (Engineering Project No. 18069-111 Oracle No. 16429).

Explanation: The Procurement Department received two bids for Cosme WTP Filter Valves Replacement and Concrete Repair (see below). The bids were opened on March 21, 2019, and are tabulated as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas N. Higgins Inc. (Ann Arbor, MI)</td>
<td>$813,970</td>
</tr>
<tr>
<td>SGS Contracting Services, Inc. (High Springs, FL)</td>
<td>$902,700</td>
</tr>
</tbody>
</table>

The work consists of furnishing all labor, materials, equipment and services necessary to repair six (6) concrete walls and replace ten (10) valves and actuators at the Cosme Water Treatment Plant ("Cosme") located at 16150 Race Track Road, Odessa, FL.

Cosme receives raw and finished water from Tampa Bay Water. Filters 1 through 10 have ten (10) 24-inch drain valves and companion electric actuators, which were installed in 1992. Filters 5 through 10 have six (6) wall penetrations that allow a 24-inch pipe to pass from the filter through concrete into the filter pipe gallery. The valves and wall penetrations are leaking and due for repairs and replacement.

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

Douglas N. Higgins, Inc. (Ann Arbor, MI) $813,970

Douglas N. Higgins, Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7216, dated February 8, 2019. They have performed similar work for the City of Naples, FL, and Collier County, FL, and have performed satisfactorily. Principals of the firm are Douglas N. Higgins, president, Kelly A Wilkie, vice president, executive secretary and treasurer, Matthew T. DeLuca, vice president, and Daniel N. Higgins, vice president.

City Code Sec 2-298.6 Living Wage Requirements for Major Contracts requires every contractor that employs more than 25 persons and provides goods or services to the City pursuant to a major contract pay employees a living wage. The contractor has signed an affidavit indicating compliance with the requirement.

City Code 2-269 - 2-274 Small Business Enterprise Assistance Program requires a goal to be assigned to all construction projects over $50,000. The contractor has exceeded the 5% goal on this project with a total proposed SBE usage of 14.23%

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

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), Cosme WTP Filter Valves Replacement and Concrete Repair FY18 Project (16429).

Attachments: Resolution

Approvals:

[Signature] Administrative

[Signature] Budget
RESOLUTION 2019-____

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF AN AGREEMENT TO DOUGLAS N. HIGGINS INC. FOR THE COSME WATER TREATMENT PLANT FILTER VALVES REPLACEMENT AND CONCRETE PENETRATION WALL REPAIR PROJECT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $813,970; 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 two (2) bids for the COSME Water Treatment Plant Filter Valves Replacement and Concrete Penetration Wall Repair Project pursuant to Bid No. 7216, dated February 8, 2019; and

WHEREAS, Douglas N. Higgins Inc., the lowest responsible and responsive bidder, has met the specifications, terms and conditions of Bid No. 7216; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the bid is hereby accepted and the award of an agreement to Douglas N. Higgins Inc. for the COSME Water Treatment Plant Filter Valves Replacement and Concrete Penetration Wall Repair Project for a total contract amount not to exceed $813,970 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.

APPROVALS:

City Attorney (designee)

00442895
The following page(s) contain the backup material for Agenda Item: Approving the purchase of vehicles from Duval Ford, LLC, for the Fleet Management Department, at a total cost of $486,448. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of vehicles from Duval Ford, LLC, for the Fleet Management Department, at a total cost of $486,448.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA16-VEH16.0.

The vendor will furnish and deliver fifteen (15) pick-up trucks equipped with 6.2L V8 gas flex-fuel E85 engines and one (1) minivan equipped with a 2.0L engine. Fourteen (14) of these are replacement vehicles and two (2) are additions to the fleet. (See attached Purchase Summary by department).

The new vehicles are replacing units that are seven to 12 years old. The two additional vehicles will be assigned to Water Resources (see attached Price History). The units being replaced will be sold at public auction.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends an award utilizing Florida Sheriffs Association Contract No. FSA16-VEH16.0:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019 Ford F-250 pickup truck 4X4, 3/4 ton, 4-door crew cab</td>
<td>1</td>
<td>$38,801</td>
<td>$38,801</td>
</tr>
<tr>
<td>2019 Ford F-250 pickup truck 4X2, 3/4-ton, reg cab</td>
<td>8</td>
<td>$32,515</td>
<td>260,120</td>
</tr>
<tr>
<td>2019 Ford F-250 pickup truck 4X2, 3/4-ton, reg cab</td>
<td>5</td>
<td>$27,664</td>
<td>138,320</td>
</tr>
<tr>
<td>2019 Ford F-250 pickup truck 4X2, 3/4-ton, reg cab</td>
<td>1</td>
<td>$27,039</td>
<td>27,039</td>
</tr>
<tr>
<td>2020 Ford Transit Connect cargo minivan, FWD</td>
<td>1</td>
<td>$22,168</td>
<td>22,168</td>
</tr>
</tbody>
</table>

$486,448

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA16-VEH16.0, effective through September 30, 2019. This purchase is made in accordance with Section 2-256 (3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties negotiated purchase program for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Equipment Replacement Fund (5002), Water Equipment Replacement Fund (4007), Water Resource Fund (4001), and Stormwater Equipment Replacement Fund (4017).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
## Trucks and Van Purchase Summary

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Replacement</th>
<th>Age</th>
<th>Service Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2019 Ford F-250 ¾-ton 4-door crew cab pickup truck 4X4</td>
<td>1</td>
<td>Stormwater</td>
<td>Utility body vehicle with storage for tools and equipment required for maintenance responsibilities. 4X4 is for off-road capabilities.</td>
<td>Replacement</td>
<td>11</td>
<td>7-10 Yrs.</td>
</tr>
<tr>
<td>2.</td>
<td>2019 Ford F-250 reg cab 3/4-ton pickup truck 4X2</td>
<td>8</td>
<td>Water Resources</td>
<td>Utility body vehicles with storage for tools and equipment required for maintenance responsibilities.</td>
<td>Replacements</td>
<td>7 at 7 yrs. 1 at 12 yrs.</td>
<td>7-10 Yrs.</td>
</tr>
<tr>
<td>4.</td>
<td>2019 Ford F-250 reg cab 3/4-ton pickup truck 4X2</td>
<td>1</td>
<td>Water Resources</td>
<td>Pickup truck used for transporting people and equipment. Liftgate for loading medium size equipment at NW Treatment plant.</td>
<td>Additional</td>
<td>-</td>
<td>7-10 Yrs.</td>
</tr>
<tr>
<td>5.</td>
<td>2020 Ford Transit Connect cargo minivan FWD</td>
<td>1</td>
<td>Water Resources</td>
<td>Transporting people, and equipment for water sample testing. Set up as a mini-lab.</td>
<td>Additional</td>
<td>-</td>
<td>7-10 Yrs.</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th></th>
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<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019 Ford F-250 3/4-ton 4-door crew cab pickup truck 4X4</td>
<td>1</td>
<td>$25,732</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$38,801</td>
</tr>
<tr>
<td>3</td>
<td>2019 Ford F-250 reg cab 3/4-ton pickup truck 4X2</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>$25,732</td>
<td></td>
<td></td>
<td></td>
<td>$27,664</td>
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<tr>
<td>4</td>
<td>2019 Ford F-250 reg cab 3/4-ton pickup truck 4X2</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>$25,732</td>
<td></td>
<td></td>
<td></td>
<td>$27,039</td>
</tr>
<tr>
<td>5</td>
<td>2020 Ford Transit Connect cargo minivan FWD</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$20,053</td>
<td>$20,168</td>
</tr>
</tbody>
</table>

Total 16
RESOLUTION NO. 2019—____

A RESOLUTION APPROVING THE PURCHASE OF (16) SIXTEEN VEHICLES FROM DUVAL FORD, LLC FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $486,448 UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA16-VEH16.0; 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 14 vehicles to replace vehicles that have reached the end of their economic useful life and 2 new vehicles for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(3) of the Procurement Code, the City is permitted to purchase automotive equipment from the Florida Sheriffs Association and Florida Association of Counties negotiated purchase program for vehicles; and

WHEREAS, Duval Ford, LLC has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA16-VEH16.0; 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 (16) sixteen vehicles from Duval Ford, LLC for the Fleet Management Department at a total cost not to exceed $486,448 utilizing the Florida Sheriffs Association Contract No. FSA16-VEH16.0 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)

09/24/19
The following page(s) contain the backup material for Agenda Item: Approving the renewal of blanket purchase agreements with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop work, at an estimated annual cost of $100,000, for a total contract amount of $400,000.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop work, at an estimated annual cost of $100,000, for a total contract amount of $400,000.

Explanation: On May 5, 2016, City Council approved two-year blanket purchase agreements for machine shop work. On May 17, 2018, City Council approved the first renewal through May 31, 2019. The agreements have three, one-year renewal options. This is the second renewal.

The vendors provide labor, tools, materials and equipment to perform in-shop services, as well as on-site services at City facilities. The primary user is the Water Resources department.

Administration recommends for renewal:

Machine Shop Services.................................................$100,000

Mid-State Machine and Fabrication Corp. (Lakeland, FL)
Mader Electric, Inc. (Sarasota, FL)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreed amount</td>
<td>$200,000</td>
</tr>
<tr>
<td>1st renewal</td>
<td>100,000</td>
</tr>
<tr>
<td>2nd renewal</td>
<td>100,000</td>
</tr>
<tr>
<td>New agreement amounts</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

The vendors have agreed to renew under the same terms and conditions of RFQ No. 5994, dated January 27, 2016. Administration recommends renewal of the agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreements. The renewal will be effective from the date of approval through May 31, 2020, with one, one-year renewal option remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001); and various capital projects in the Water Resources Fund (4003).

Attachments: Bid Tabulation
Resolution

Approvals: Administrative
Budget
# Bid Tabulation

City of St. Petersburg
Procurement and Supply Management

## Bid No 5994 Contract for City of St. Petersburg Machine Shop Services,
Neal Jones Bid Tabulation

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Machinists/Maintenance Machinists</td>
<td>1,000 HR</td>
<td></td>
<td>$45.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Welders/Solderers</td>
<td>500 HR</td>
<td></td>
<td>45.00</td>
<td>22,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Helpers/Assistants</td>
<td>1,500 HR</td>
<td></td>
<td>30.00</td>
<td>45,000.00</td>
</tr>
</tbody>
</table>

**Sub-Total Shop Work Costs:** $112,500.00

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Shop Work Labor Rate (work at vendor's facility)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Machinists/Maintenance Machinists, 8:00 am - 5:00 p.m. Monday - Friday</td>
</tr>
<tr>
<td>2</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
</tr>
<tr>
<td>3</td>
<td>Helpers/Assistants, 8:00 am - 5:00 p.m.</td>
</tr>
</tbody>
</table>

**Site Work Labor Rate (work at city facilities):**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Machinists/Maintenance Machinists, 8:00 am - 5:00 p.m. Monday - Friday</td>
<td>800 HR</td>
<td></td>
<td>$65.00</td>
<td>$52,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>200 HR</td>
<td></td>
<td>90.00</td>
<td>18,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>200 HR</td>
<td></td>
<td>110.00</td>
<td>22,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>200 HR</td>
<td></td>
<td>65.00</td>
<td>13,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>100 HR</td>
<td></td>
<td>90.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>100 HR</td>
<td></td>
<td>110.00</td>
<td>11,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>600 HR</td>
<td></td>
<td>35.00</td>
<td>21,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>400 HR</td>
<td></td>
<td>45.00</td>
<td>18,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Welders/Solderers, 8:00 a.m. - 5:00 p.m.</td>
<td>250 HR</td>
<td></td>
<td>65.00</td>
<td>16,250.00</td>
</tr>
</tbody>
</table>

**Sub-Total Site Work Costs:** $180,250.00

- **Subtotal for Costs (Shop Work + Site Work):** $292,750.00
- **2%/10, Net 30 Discount:** 0
- **Grand Total:** $289,862.00

---

Mader Electric, Inc.
Sarasota, FL
Terms: Net 30
Delivery: Not Specified

Mid-State Machine and Fabricating Corp.
Lakeland, FL
terms: 2%/10, Net 30
Delivery: Not Specified

Gemini Enterprises of South Florida
dba Electro Mechanical South
Sarasota, FL
Terms: Net 30
Delivery: 14 Days

**Terms:** Net 30
**Delivery:** Not Specified

**Mader Electric, Inc.**
- Unit Price: $45.00
- Extended Price: $45,000.00
- Net 30
- Delivery: Not Specified

**Mid-State Machine and Fabricating Corp.**
- Unit Price: $48.05
- Extended Price: $48,050.00
- 2%/10, Net 30
- Delivery: Not Specified

**Gemini Enterprises of South Florida**
- Unit Price: $65.00
- Extended Price: $65,000.00
- Terms: Net 30
- Delivery: 14 Days

---

**Awarded**

City of St. Petersburg
Procurement and Supply Management

## Sub-Total for Costs (Shop Work + Site Work): $292,750.00

City of St. Petersburg
Procurement and Supply Management

## 2%/10, Net 30 Discount: 0

City of St. Petersburg
Procurement and Supply Management

## Grand Total: $289,862.00

City of St. Petersburg
Procurement and Supply Management

## Awarded
WHEREAS, on May 5, 2016, City Council approved two-year blanket purchase agreements ("Agreements") with three, one-year renewal options with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. ("Vendors") for machine shop services at a total contract amount for the Agreements of $200,000 for the initial term; and

WHEREAS, on May 17, 2018, City Council approved the first renewal option to the Agreements and increased the contract amount in the amount of $100,000 through May 31, 2019; and

WHEREAS, the City desires to exercise the second renewal option to the Agreements to extend the term and increase the contract amount in the amount of $100,000 for this renewal term; and

WHEREAS, Vendors have agreed to renew under the same terms and conditions of RFQ No. 5994 dated January 27, 2016; 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 renewal to the Blanket Purchase Agreements with Mid-State Machine and Fabrication Corporation and Mader Electric, Inc. for machine shop services to extend the term and increase the contract amount in the amount of $100,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount for the above referenced Agreements shall not exceed $400,000.

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)
00443008
The following page(s) contain the backup material for Agenda Item: Acknowledging the selection of Wannemacher Jensen Architects, Inc. ("A/E") as the most qualified firm to provide design and construction administration services for the Dr. Carter G. Woodson African American Museum Additions and Renovation Project, in an amount not to exceed $200,000 ("A/E Agreement"); authorizing the City Attorney to make non-substantive changes to the architect/engineering agreement; authorizing the Mayor, or his designee, to execute the architect/engineering agreement. Please scroll down to view the backup material.
To: The Honorable Charles Gerdes, Chair, and Members of City Council

Subject: Acknowledging the selection of Wannemacher Jensen Architects, Inc. ("A/E") as the most qualified firm to provide design and construction administration services for the Dr. Carter G. Woodson African American Museum Additions and Renovation Project, in an amount not to exceed $200,000 ("A/E Agreement"); authorizing the City Attorney to make non-substantive changes to the architect/engineering agreement; authorizing the Mayor, or his designee, to execute the architect/engineering agreement.

Explanation: On December 20, 2018, the City issued a Request for Qualifications, RFQ No. 7159, Carter G. Woodson African American Museum. On January 31, 2019, the City received ten (10) statements of qualifications from the following firms:

2. Fitzgerald Collaborative Group, LLC
3. GWWO, Inc.
4. Harvard Jolly, Inc.
5. Jerel McCants Architecture, Inc.
6. Le-Huu Partners, P.A.
7. Place Architecture LLC
8. Rhodes and Brito Architects, Inc.
9. Sweet Sparkman Architects, Inc.
10. Wannemacher Jensen Architects, Inc.

Evaluation of the statements of qualifications was conducted by:

Raul Quintana, AIA, City Architect
Chris Ballestra, City Development Managing Director
Patrick Green, AIA, Engineering & Capital Improvements Senior Capital Projects Coordinator
Terri Lipsey Scott, Carter G. Woodson African American Museum Executive Director
Lorna Taylor, Premier Eye Care President & CEO

The evaluation committee met on February 27, 2019, and shortlisted the following six (6) firms for interviews:

2. Harvard Jolly, Inc.
3. Le-Huu Partners, P.A.
4. Rhodes and Brito Architects, Inc.
5. Sweet Sparkman Architects, Inc.
6. Wannemacher Jensen Architects, Inc.

On March 26, 2018, the evaluation committee heard presentations from each of the shortlisted firms and ranked Wannemacher Jensen Architects, Inc. as the top-ranked firm, followed by
Harvard Jolly Inc. as the second ranked firm, and Sweet Sparkman Architects, Inc. as the third-ranked firm. The evaluation committee elected to move forward with negotiations with Wannemacher Jensen Architects, Inc., the top-ranked firm.

Wannemacher Jensen Architects, Inc. has collaborated with a design architect with cultural expertise at the national level and demonstrated experience with museums both locally and nationally, having successfully designed several cultural facilities such as the Artcenter Manatee, The Memminger Theater, the California African American Museum as well as the interior design of the Tom and Mary James Museum, and other cultural facilities. Recreation Center's for the City of St. Petersburg and other municipalities include the Roberts Recreation Center, J. W Cate Recreation Center, and the Thomas Jet Jackson Recreation Center. The principal of the firm is Jason Jensen, president.

On October 4, 2018 City Council accepted a grant and appropriated funding from the State of Florida Department of Economic Opportunity in the amount of $250,000 to expand and improve the Carter G. Woodson African American Museum through Council Resolution 2018-517.

The A/E's scope of services will include the program verification, community engagement, concept development and cost estimation for a potential renovation of the existing museum and the design of a new two-story 8,000 to 10,000 square-foot addition. Complete design services will be negotiated and contracted with Wannemacher Jensen Architects, Inc. once conceptual plans have been approved by all stakeholders and funding for the project has been confirmed including all necessary design and project administration costs.

Recommendation: The Procurement and Supply Management Department, in cooperation with the Engineering and Capital Improvements Department, recommends City Council approve the A/E agreement with Wannemacher Jensen Architects, Inc.

Cost/Funding Information: Funds have been previously appropriated in the General Capital Improvement Fund (3001) and City Facilities Improvement Fund (3031), Carter G. Woodson Improvements Project (16548).

Attachments: Technical Evaluation (4 pages)
Meeting Minutes (2 pages)
Architectural/Engineering Agreement (with Appendix A, Scope of Services) (4 pages)
Resolution

Approvals:
Summary Work Statement

The City received ten statements of qualifications (SOQs) for RFQ No. 7159, Carter G. Woodson African American Museum. The consultant will provide services architectural design services for the renovation and expansion of the Dr. Carter G. Woodson African American Museum. The SOQs were received from the following:

2. Fitzgerald Collaborative Group, LLC
3. GWWO, Inc.
4. Harvard Jolly, Inc.
5. Jerel McCants Architecture, Inc.
6. Le-Huu Partners, P.A.
7. Place Architecture LLC
8. Rhodes and Brito Architects, Inc.
9. Sweet Sparkman Architects, Inc.
10. Wannemacher Jensen Architects, Inc.

Evaluation Committee

Evaluation of the statements of qualifications was conducted by:

Raul Quintana, AIA, City Architect
Chris Ballestra, City Development Managing Director
Patrick Green, AIA, Engineering & Capital Improvements Senior. Capital Projects Coordinator
Terri Lipsey Scott, Carter G. Woodson African American Museum Executive Director
Lorna Taylor, Premier Eye Care President & CEO

Evaluation Criteria

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

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

Offerors’ Profiles

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

Associated Space Design, Florida, Inc. is headquartered in Tampa and was incorporated in 1963. The firm has been in business for 56 years and employs 21 people locally and 156 nationally.

Strengths include: Their complete and excellent team of disciplines, including their outstanding design architect with more than 30 years of experience focused on cultural facilities; their proposed projects approach; their experience with museum design and other similar projects; their
Weaknesses include: Concerns as this is a new collaboration for the team.

The statement of qualifications meets the City's requirements.

Fitzgerald Collaborative Group, LLC is headquartered in Tallahassee and was incorporated in 2009. The firm has been in business for 10 years and employs 22 people.

Strengths include: Their collaborative architects that include an historian on the team, and a cost estimator; their experience in conversion of space; their understanding of the story and vision for the project.

Weaknesses include: Lack of detail in proposal; their lack of reference to community outreach and interior component.

The statement of qualifications marginally meets the City's requirements.

GWWO, Inc. is headquartered in Baltimore, Maryland, and was incorporated in 1990. The firm has been providing these services for 28 years and employs 58 people.

Strengths include: They are a larger firm; their experience working together as team on the 10 examples provided include cultural, interpretive and story-telling; indoor and outdoor space.

Weaknesses include: Lack of team members with knowledge or engagement of St. Petersburg and details for community input.

The statement of qualifications meets the City's requirements.

Harvard Jolly, Inc. is headquartered in St. Petersburg, and was incorporated in 1938. The firm has been providing these services for 81 years and employs 42 people locally and 90 nationally.

Strengths include: Their qualified and experienced team that includes an excellent project manager; their strong connection to the community with deep roots by the firm and project manager; their experience and understanding of what it takes for community engagement; their relevant new, transformational and renovation projects that include the 22nd Street revisioning project; and their proposed use of several SBEs.

Weaknesses include: The approach options limited to a single preconceived direction.

The statement of qualifications meets the City's requirements.

Jerel McCants Architecture, Inc. is headquartered in Tampa, and was incorporated in 2009. The firm has been providing these services for 10 years and employs four people.

Strengths include: Their conceptual overview; resume that included good projects; their collaborative efforts with others; proposed use of creative methods for community outreach and they are an SBE firm

Weaknesses include: Their lack of clarity on roles; their lack of relevant museum projects and project manager's experience the size and capacity of the firm.
The statement of qualifications marginally meets the City's requirements.

**Le-Huu Partners, P.A.** is headquartered in Orlando, and was incorporated in 1986. The firm has been providing these services for 33 years and employs six people.

Strengths include: Their award-winning designs and the principal of the firm; their experienced support team; their substantial museum master planning experience locally and nationally; their phenomenal skillset for detail of projects; major national and overseas work; relevant projects and proposed sustainable design; understanding of approach and vision

Weaknesses include: Their broad vision-driven approach lacked clear connection to project mission.

The statement of qualifications meets the City's requirements.

**Place Architecture LLC** is headquartered in St. Petersburg and was incorporated in 2011. The firm has been providing these services for eight years and employs 12 people.

Strengths include: Their principal; depth of community experience and architecture; their relevant museum experience; and they are an SBE firm.

Weaknesses include: Their lack of detail on team experience, and approach for this project; their limited relevant museum experience; lack of understanding of the importance of maintaining the museum's gardens.

The statement of qualifications marginally meets the City's requirements.

**Rhodes & Brito Architects, Inc.** is headquartered in Orlando, and was incorporated in 1996. The firm has been providing these services for 23 years and employs 50 people.

Strengths include: Their experience in the public sector with projects that involve strong community and cultural emphasis.; their excellent approach and understanding of project delivery.

Weaknesses include: Their limited local connection; and lack of relevant museum experience.

The statement of qualifications meets the City’s requirements.

**Sweet Sparkman Architects, Inc.** is headquartered in Sarasota, and was incorporated in 2012. The firm has been providing these services for seven years and employs 22.

Strengths include: Their excellent team with deep museum experience; their associate design group; their relevant experience with similar projects; their detailed design approach from community to design development; their many awards, including "firm of the year"; and their proposed use of SBE.

Weaknesses include: The team’s minimum collaboration experience with each other.

The statement of qualifications meets the City’s requirements.
Wannemacher Jensen Architects, Inc. is headquartered in St. Petersburg and was incorporated in 1992. The firm has been in business for 26 years and employs 20 people.

Strengths include: Their collaboration with a strong design architect with cultural expertise at a national level, the commitment of the principals; their local presence and experience with City projects; their excellent project approach; their museum experience, both local and national; and proposed use of several SBE subconsultants.

Weaknesses include: Their potential workload.

The statement of qualifications significantly exceeds the City's requirements.

Shortlisting and Ranking

On February 27, 2019, the SOQs were initially evaluated solely on the evaluation criteria established in the RFP. Fitzgerald Collaborative Group, GWWO, Jerel McCants and Place Architecture were removed from further consideration.

On March 26, 2019 the evaluation committee heard presentations from Associated Space Design (ASD), Harvard Jolly (HJI), Le-Huu Partners P.A. (Le-Huu), Rhodes and Brito (R&B), Sweet Sparkman (SSA) and Wannemacher Jensen (WJA). ASD, Le-Huu and R&B were removed from further consideration. The remaining firms were ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Wannemacher Jensen Architects, Inc.</td>
</tr>
<tr>
<td>2.</td>
<td>Harvard Jolly, Inc.</td>
</tr>
<tr>
<td>3.</td>
<td>Sweet Sparkman Architects, Inc.</td>
</tr>
</tbody>
</table>

Recommendation for Award

Wannemacher Jensen Architects, Inc. has met the requirements for RFQ No. 7159 and was determined to be the most qualified firm, taking into consideration their years of providing these services and the evaluation criteria set forth in the RFQ.

Wannemacher Jensen Architecture, Inc. was selected for the following reasons:

- Their significant experience and qualifications for this project
- Their diverse team
- Their understanding of the requirements for this project
- Their project approach and examples provided were specific to this project
- Their proposed interaction with neighborhoods in project vicinity
- Their excellent description of sustainable goals and integration into project

Raul Quintana, Chair

Chris Ballastra, Committee Member

Terri Lipsey Scott, Committee Member

Patrick Green, Committee Member

Lorna Taylor, Committee Member
**City of St. Petersburg**  
**Shortlist Meeting Agenda**  
Procurement and Supply Management

<table>
<thead>
<tr>
<th>Agenda Item</th>
<th>Discussion/Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Introductions</strong></td>
<td>Committee Members: Raul Quintana, Chris Ballestra, Patrick Green, Terri Lipsey Scott, Lorna Advisory Staff: Karen Dewar</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Motion made by: Chris Ballestra to select Raul Quintana as Chair. Seconded by: Lorna Taylor Affirmatives: five (5)</td>
</tr>
<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 [KD]</td>
<td></td>
</tr>
<tr>
<td>c. Prohibited Communication - AP #050100 [KD]</td>
<td>Motion by: Chris Ballestra to shortlist ASD, HJ, SS &amp;WJA Seconded by: Patrick Green Affirmatives: five (5)</td>
</tr>
<tr>
<td>d. Select Chairperson</td>
<td>Motion by: Lorna Taylor to shortlist R&amp;B Seconded by: Patrick Green Affirmatives: five (5)</td>
</tr>
<tr>
<td><strong>2. Evaluations of Statements of Qualifications (Strengths and Weaknesses)</strong></td>
<td>Motion by: Chris Ballestra to shortlist Le-Huu Partners Seconded by: Lorna Taylor Affirmatives: five (5)</td>
</tr>
<tr>
<td>b. Fitzgerald Collaborative Group, LLC.</td>
<td></td>
</tr>
<tr>
<td>c. GWWO, Inc.</td>
<td></td>
</tr>
<tr>
<td>d. Harvard Jolly, Inc.</td>
<td></td>
</tr>
<tr>
<td>e. Jerel McCants Architecture, Inc.</td>
<td></td>
</tr>
<tr>
<td>f. Le-Huu Partners, P.A.</td>
<td></td>
</tr>
<tr>
<td>g. Place Architecture LLC</td>
<td></td>
</tr>
<tr>
<td>h. Rhodes &amp;Brito Architects, Inc.</td>
<td></td>
</tr>
<tr>
<td>i. Sweet Sparkman Architects, Inc.</td>
<td></td>
</tr>
<tr>
<td>j. Wannemacher Jensen Architects, Inc.</td>
<td></td>
</tr>
</tbody>
</table>
3. Short list of SOQs

Motion by: Lorna Taylor to shortlist GWWO
Seconded by: Terri Lipsey Scott
Affirmatives: five (5)

Motion by: Lorna Taylor to remove GWWO
Seconded by: Chris Ballestra
Affirmatives: four (1); Negative: one (1)

Motion by: Terri Lipsey Scott to advance ASD, HJ, SS, WJA, R&B, Le Huu
Seconded by: Lorna Taylor
Affirmatives: five (5)

5. Date and time for Presentations; Evaluation Meeting

Yes

March 26, 2019 @
Presentations/Interviews for 20/20 minutes each

Evaluation Committee meeting adjourned at 3:57 p.m.
Title: RFQ No. 7159 Carter G. Woodson African American Museum
Meeting Date: Tuesday, March 26, 2019
Time: 3:00 p.m.
Place: Water Resources Administration Building, Training Room
St. Petersburg, FL

Agenda Item | Discussion/Action Taken
--- | ---
1. Introductions | Committee Members: Raul Quintana, Chris Ballestra, Patrick Green, Terri Lipsey Scott, Lorna Taylor
Advisory Staff: Karen Dewar

a. Public Comments
b. Florida's Open Meeting Law – FS 286.011 [KD]
c. Prohibited Communication - AP #050100 [KD]

2. Evaluations of Statements of Qualifications & Presentations/Interviews (Strengths and Weaknesses) – Raul Quintana, Chair

b. Harvard Jolly, Inc.
c. Le-Huu Partners, P.A.
d. Rhodes & Brito Architects, Inc.
e. Sweet Sparkman Architects, Inc.
f. Wannemacher Jensen Architects, Inc.

Motion by: Patrick Green to eliminate Le-Huu.
Seconded by: Terri Lipsey Scott
Affirmatives: Five (5)

Motion by: Lorna Taylor to remove Associated Space from further consideration
Seconded by: Terri Lipsey Scott
Affirmatives: Five (5)

Motion by: Chris Ballestra to remove Rhodes & Brito from further consideration.
Seconded by: Patrick Green
Affirmatives: Five (5)

Motion by: Patrick Green to move forward with final ranking as Wannemacher Jensen as #1
Seconded by: Terri Lipsey Scott
Affirmatives: Five (5)

Motion by: Patrick Green to rank Harvard Jolly #2 and Sweet Sparkman #3
Seconded by: Terri Lipsey Scott
Affirmative: Five (0)
4. Clarifications/Questions

Motion by: Patrick Green to move forward with ranking Wannemacher Jensen #1 Harvard Jolly #2 and Sweet Sparkman #3
Seconded by: Terri Lipsey Scott
Affirmative: Five (0)

5. Dissolution of committee

Committee dissolved at 5:02 p.m.
APPENDIX A - SCOPE OF SERVICES
CARTER G. WOODSON IMPROVEMENTS,
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 18230-019

GENERAL DESCRIPTION

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

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

TASK 1  Facility Assessments, Site, Architectural and Structural Due Diligence

Visual due diligence of existing structure.
Code review for proposed options.
Zoning and site plan review in preparation for future DRC submittal.

TASK 2  Stakeholder and Community Input

Meetings as included in Task III will include stakeholder and Community input sessions. Final organization of process to be determined at kick off meeting. A/E to organize national symposium.

TASK 3  Meetings

Two Meetings per month are anticipated. Mario Gooden will attend a minimum of three meetings (days) but anticipates potentially 2 additional meetings as needed for community input including potentially a design symposium. Mario intends to have multiple meetings during these days. WJA also anticipates working in NYC as needed to coordinate Concept Design.

TASK 4  Conceptual Design

Provide rendered site plan, floor plans, 3d model, up to 4 renderings, community/building diagrams, and outline specifications.

TASK 5  Conceptual Estimate and Schedule

Provide conceptual cost estimate and Schedule through construction completion.

DELIVERABLES

Task 1 – Facility Assessments, Site, Architectural and Structural Due Diligence
  • Code Review
CARTER G. WOODSON IMPROVEMENTS
City of St. Petersburg Project No. 18230-019

- Zoning and Site Plan Review

**Task 2 – Stakeholder and Community Input**
- Attendance at up to 2 Community Meetings

**Task 3 – Meetings**
- Attendance at up to 8 Meetings

**Task 4 – Conceptual Design**
- Rendered Site Plan, Floor Plans, Renderings, Diagrams, and Outline Specifications in PDF Format
- Physical Model

**Task 5 – Conceptual Estimate and Schedule**
- Conceptual Cost Estimate in PDF Format
- Project Schedule in PDF Format

**PROJECT TEAM**

The project team includes the following consultants:

**Architecture – Huff and Gooden Architects, Inc.**
**Civil Engineering – Vickstrom Engineering Inc.**
**Landscape Architecture – Hood Design Studio**

-- End of Scope --
APPENDIX B - FEE SCHEDULE
CARTER G. WOODSON IMPROVEMENTS,
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 18230-019

The City shall compensate the Consultant a lump sum amount of $200,000 in accordance with the following Work Task Breakdown:

I. Staffhour Estimate: All Tasks

<table>
<thead>
<tr>
<th>Direct Labor Rates Classifications</th>
<th>Principal</th>
<th>Project Manager/Registered Designer</th>
<th>Designer</th>
<th>Admin</th>
<th>Total Hours</th>
<th>Labor Cost</th>
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<tbody>
<tr>
<td>Billing Rate</td>
<td>$236.00</td>
<td>$151.00</td>
<td>$100.00</td>
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<td></td>
<td></td>
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<tr>
<td>TASK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Facility Assessments, Due Diligence</td>
<td>8</td>
<td>40</td>
<td>20</td>
<td>1</td>
<td>69</td>
<td>$10,003</td>
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<tr>
<td>2 Stakeholder &amp; Community Input</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>1</td>
<td>91</td>
<td>$14,685</td>
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<tr>
<td>3 Meetings</td>
<td>30</td>
<td>30</td>
<td>16</td>
<td>1</td>
<td>77</td>
<td>$13,285</td>
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<tr>
<td>4 Conceptual Design</td>
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<td>280</td>
<td>1</td>
<td>505</td>
<td>$63,939</td>
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<tr>
<td>5 Conceptual Estimate &amp; Schedule</td>
<td>8</td>
<td>25</td>
<td>4</td>
<td>1</td>
<td>38</td>
<td>$6,138</td>
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<tr>
<td>Totals</td>
<td>100</td>
<td>325</td>
<td>350</td>
<td>5</td>
<td>780</td>
<td>$108,050</td>
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</table>

II. Fee Calculation

<table>
<thead>
<tr>
<th>Task</th>
<th>Labor Cost</th>
<th>Expenses</th>
<th>Subconsultant Services - QCA</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>$10,003</td>
<td>$0</td>
<td>$5,500</td>
<td>$15,503</td>
</tr>
<tr>
<td>2</td>
<td>$14,685</td>
<td>$1,000</td>
<td>$10,650</td>
<td>$26,335</td>
</tr>
<tr>
<td>3</td>
<td>$13,285</td>
<td>$1,000</td>
<td>$13,350</td>
<td>$27,635</td>
</tr>
<tr>
<td>4</td>
<td>$63,939</td>
<td>$1,000</td>
<td>$59,450</td>
<td>$124,389</td>
</tr>
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<td>5</td>
<td>$6,138</td>
<td>$0</td>
<td>$0</td>
<td>$6,138</td>
</tr>
</tbody>
</table>

III. Fee Limit

| Total Lump Sum Cost | $200,000   |
Task 1 – Facility Assessments, Site, Architectural and Structural Due Diligence – 3 weeks
Facility Assessments, Site, Architectural and Structural Due Diligence to be completed in 3 weeks from the City’s Notice to Proceed.

Task 2 – Stakeholder and Community Input– 3 months
Stakeholder and Community Meetings will be scheduled at the discretion of the City.

Task 3 – Meetings – 3 months
Meetings will be held throughout the duration of the Project. 3 months is anticipated.

Task 4 – Conceptual Design – 3 months
Conceptual Design to be completed in 3 months from the City’s Notice to Proceed. Conceptual Design completion is dependent upon CITY scheduling of Community and Stakeholder Meetings and City decisions and approvals.

Task 5 – Conceptual Estimate and Schedule – 2 weeks
Conceptual Estimate and Schedule to be completed in 2 weeks from the City’s approval of the Conceptual Design
A RESOLUTION ACKNOWLEDGING THE SELECTION OF WANNAMACHER JENSEN ARCHITECTS, INC. ("WANNAMACHER JENSEN") AS THE MOST QUALIFIED FIRM TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DR. CARTER G. WOODSON AFRICAN AMERICAN MUSEUM ADDITIONS AND RENOVATION PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT WITH WANNAMACHER JENSEN FOR WANNAMACHER JENSEN TO PROVIDE PROGRAM VERIFICATION, COMMUNITY ENGAGEMENT, CONCEPT DEVELOPMENT, AND COST ESTIMATION FOR THE PROJECT IN AN AMOUNT NOT TO EXCEED $200,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department issued Request for Qualifications ("RFQ") No. 7159 dated December 20, 2018 for the Dr. Carter G. Woodson African American Museum Additions and Renovation Project ("Project"); and

WHEREAS, the City received ten (10) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (Raul Quintana, Chris Ballestra, Patrick Green, Terri Lipsey Scott, and Lorna Taylor) met on February 27, 2019 to discuss the SOQs and motioned to hear presentations and conduct interviews on March 26, 2018 with the six (6) shortlisted firms; and


WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the six (6) shortlisted firms, the selection committee met on March 26, 2018 and ranked Wannamacher Jensen as the most qualified firm to provide professional services for the Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of Wannamacher Jensen as the most qualified firm to provide design and construction administration services for the Project and authorize the Mayor or his designee to execute an architect/engineering agreement with Wannamacher Jensen for Wannamacher Jensen to provide program verification, community engagement, concept development, and cost estimation for the Project in an amount not to exceed $200,000.
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Wannamacher Jensen Architects, Inc. ("Wannamacher Jensen") as the most qualified firm to provide design and construction administration 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 Wannamacher Jensen for Wannamacher Jensen to provide program verification, community engagement, concept development, and cost estimation for the Project in an amount not to exceed $200,000.

This resolution shall become effective immediately upon its adoption.

Approved by:

 Legal Department
 By: (City Attorney or Designee)
The following page(s) contain the backup material for Agenda Item: Accepting a proposal from OnPoint Sports Strategies LLC for sports consulting services for the City Development Administration Enterprise Facilities Department, at an annual cost of $50,000, for a three-year contract amount of $150,000.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from OnPoint Sports Strategies LLC for sports consulting services for the City Development Administration Enterprise Facilities Department, at an annual cost of $50,000, for a three-year contract amount of $150,000.

Explanation: The City received five proposals for RFP No. 7128: Consulting Services, Sports Marketing. The five proposals were received from:

<table>
<thead>
<tr>
<th>#</th>
<th>Offerors</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HCP Associates, Inc.*</td>
<td>$75,000</td>
</tr>
<tr>
<td>2</td>
<td>Neader Sports Management, Inc.</td>
<td>$45,000</td>
</tr>
<tr>
<td>3</td>
<td>Next Point Services, LLC</td>
<td>$43,500</td>
</tr>
<tr>
<td>4</td>
<td>OnPoint Sports Strategies LLC</td>
<td>$45,000</td>
</tr>
<tr>
<td>5</td>
<td>Sports Strategy Inc., d/b/a TSE Consulting, LLC</td>
<td>$54,000</td>
</tr>
</tbody>
</table>

*HCP Associates, Inc. declined further participation in the evaluation process preceding the presentations.

The proposals were evaluated by a cross-functional team from City Development and Parks and Recreation departments. They were:

- Tony Leno, Manager, Event Recruitment and Management
- Lynn Gordon, Manager, Recreation Programs
- Christopher Wolfe, Recreation Supervisor

The proposals were evaluated based on the following criteria:

- Experience and qualifications
- Capacity to accomplish the work
- Past performance on similar contracts
- Schedule
- Cost

The vendor will provide sports consulting services, including administering the relationship with the St. Petersburg Sports Alliance, development of the City's International Baseball activities, assistance in the production of the East-West Shrine Football Game, and establishing and maintaining relationships with outside sports groups.

The Procurement and Supply Management Department, in cooperation with City Development Administration (Enterprise Facilities Department), recommends for award:

OnPoint Sports Strategies LLC (St. Petersburg, FL) ........................................... $150,000

OnPoint Sports Strategies LLC has met the requirements of RFP No. 7128, dated November 30, 2018. The company is headquartered in St. Petersburg and has been in business since 2012. This agreement will be effective through March 31, 2022. A blanket purchase agreement will be issued and will be binding only for actual services rendered.
Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Enterprise Facilities Department, Al Lang Field Operations Division (282.1818).

Attachments: Technical Evaluation (3 pages)
Resolution

Approvals:

[Signatures for Administrative and Budget]
Technical Evaluation
918-76: Consulting Services, Sports Marketing

Summary Work Statement

The City received five proposals for RFP No. 7128: Consulting Services, Sports Marketing. The successful offeror will assist in developing and attracting premier sporting events to the City in order for it to be recognized as a major hub for sports activity in the nation's Southeast region. These efforts are part of a long-term strategic plan to attract and sustain high quality sporting events, sports tourism, and activities to maximize economic benefits to the local community and for the enjoyment of our residents and visitors.

Proposals were received from:

1. HCP Associates, Inc.*
3. Next Point Services, LLC
4. OnPoint Sports Strategies LLC

*HCP Associates, Inc. declined further participation in the evaluation process preceding the presentations.

Evaluation Committee

The evaluations of the five proposals were conducted by:

- Tony Leno, Manager, Event Recruitment and Management
- Lynn Gordon, Manager, Recreation Programs
- Christopher Wolfe, Recreation Supervisor
- Joe Zeoli, Managing Director, City Development Administration – Technical Advisor

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience and qualifications
- Capacity to accomplish the work
- Past performance on similar contracts
- Schedule
- Cost

Offerors' Profiles

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

HCP Associates, Inc. was incorporated in Florida in 2003. The firm has been in business for
16 years and employs 11 people.

Its strengths include: Established local relationships; 16 years in business; master calendar plan.

Weaknesses include: Lack of reach outside the region.

HCP Associates, Inc. declined to proceed with presentations.

*Neader Sports Management* is headquartered in St. Petersburg and was incorporated in 1979. The firm has been providing sports consulting services for 40 years and is owned and operated by Jim Neader. Its strengths include: Local company; 40 years' experience; well established with existing relationships; understands the amenities of the City; has several sponsorships.

Weaknesses include: Small operation; limited in providing new ideas.

This proposal meets the City's requirements.

*Next Point Services* is headquartered in St. Petersburg and was founded as a limited liability corporation in 2016. The firm has been providing sports consulting services for 2 years and is owned and operated by Ryan Jordan. Its strengths include: Lowest bidder; some international experience; successful St. Pete Run Fest; strong ability to sell and attract local sponsorships.

Weaknesses include: Only 2 years' experience; does not have significant reach outside of Run Fest; limited in providing new ideas.

This proposal marginally meets the City's requirements.

*OnPoint Sports Strategies, LLC* is headquartered in St. Petersburg and was founded as a limited liability corporation in 2012. The firm has been providing sports consulting services for 7 years and is owned and operated by Kevin Smith. Its strengths include: 20 years' experience overall; 7 years' experience with local company; understands dynamics of St. Petersburg; some international experience; competitively priced; spoke about youth programs.

Weaknesses include: Staff of 1 employee.

This proposal exceeds the City's requirements.

*Sports Strategy, Inc., d/b/a TSE Consulting* is headquartered in Indianapolis, IN, and was formed as an S corporation in 2005. The firm has been providing this service for 14 years and employs 7 people. Its strengths include: Wide range of national and international experience; worked with several municipalities outside of Florida; larger staff; in business for 14 years; acceptable cost.

Weaknesses include: Not local; ongoing customer support.

This proposal exceeds the City's requirements.
Summary of Presentations

The proposals were initially evaluated solely on the evaluation criteria established in RFP No. 7128. On February 4, 2019, the Evaluation Committee heard presentations from Neader Sports Management, NextPoint Services, OnPoint Sports Strategies, LLC, and Sports Consulting, Inc., d/b/a TSE Consulting. On February 4, 2019, the Evaluation Committee held a public meeting and evaluated the strengths and weaknesses of the presentations. These strengths and weaknesses were reviewed by the Mayor.

Recommendation for Award

Mayor Rick Kriseman reviewed the strengths and weaknesses provided by the Evaluation Committee. On March 29, 2019, the Mayor determined that OnPoint Sports Strategies, LLC has met the requirements of RFP 7128 and the offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

OnPoint Sports Strategies, LLC, for Consulting Services, Sports Marketing, was selected for the following reasons:

- Broad experience in developing sporting events
- Kevin Smith, owner of OnPoint, has 30 years of sports experience in the Tampa Bay area
- Emphasis on youth development through sports programming

Tony Leno
Chair

Lynn Gordon
Committee Member

Christopher Wolfe
Committee Member

Joe Zedli
Technical Advisor
RESOLUTION NO. 2019-____

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH ONPOINT SPORTS STRATEGIES LLC FOR SPORTS CONSULTING SERVICES FOR THE CITY DEVELOPMENT ADMINISTRATION (ENTERPRISE FACILITIES DEPARTMENT) FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $150,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 7128 for sports consulting services for the City Development Administration (Enterprise Facilities Department) on November 30, 2018; and

WHEREAS, the Procurement and Supply Management Department received five (5) proposals in response to the RFP; and

WHEREAS, a cross-functional team from the City Development Administration and Parks and Recreation Department evaluated the proposals based on the criteria set forth in the RFP and recommended OnPoint Sports Strategies LLC to provide sports consulting services; and

WHEREAS, OnPoint Sports Strategies LLC has met the specifications, terms and conditions of RFP No. 7128; and

WHEREAS, the Procurement Department, in cooperation with the City Development Administration (Enterprise Facilities Department), recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of a three-year agreement with OnPoint Sports Strategies LLC for sports consulting services for City Development Administration (Enterprise Facilities Department) for a total contract amount not to exceed $150,000 is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)
00443013
The following page(s) contain the backup material for Agenda Item: Approving the purchase of four vehicles from Alan Jay Ford Lincoln Mercury, Inc., for the Fleet Management Department, at a total cost of $125,752.32.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of four vehicles from Alan Jay Ford Lincoln Mercury, Inc., for the Fleet Management Department, at a total cost of $125,752.32.

Explanation: This purchase is being made from the National Joint Powers Alliance Contract No. 2019-120716-NAF.

The vendor will furnish and deliver three vans, each equipped with a 3.7L Ti-VCT V6 engine with a six-speed transmission and flex-fuel capability.

Three of these vehicles will be replacement vehicles. The one additional vehicle will be assigned to Water Resources Cosme (See attached Purchase Summary by department).

The new vehicles are replacing units that are seven to 10 years old and have reached the end of their economic, useful life. The new vehicles, with a life expectancy of seven years to 10 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 National Joint Powers Alliance Contract No. 2019-120716-NAF:

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price (EA)</th>
<th>Total Price</th>
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<tr>
<td>2019 Ford Transit Wagon T-350</td>
<td>2</td>
<td>$34,426.33</td>
<td>$68,852.66</td>
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<tr>
<td>2019 Ford Transit Cargo T-150</td>
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<td>$29,107.33</td>
<td>$29,107.33</td>
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<tr>
<td>2019 Ford Transit Cargo T-150IEA</td>
<td>1</td>
<td>$27,792.33</td>
<td>$27,792.33</td>
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<td><strong>Total</strong></td>
<td><strong>3</strong></td>
<td><strong>$125,752.32</strong></td>
<td></td>
</tr>
</tbody>
</table>

The vendor has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 2019-120716-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) and Water Resources Fund (4001).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

[Signature] Administrative

[Signature] Budget
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Qty</th>
<th>Department</th>
<th>Purpose</th>
<th>Purpose</th>
<th>Replacement</th>
<th>Age Life</th>
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</thead>
<tbody>
<tr>
<td>2019 Ford Transit Wagon T-350</td>
<td>2</td>
<td>Parks and Recreation</td>
<td>Transporting employees and students to and from recreation facilities.</td>
<td>Additional</td>
<td></td>
<td>-</td>
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<tr>
<td>2019 Ford Transit Cargo T-150</td>
<td>1</td>
<td>Water Resources-Cosme</td>
<td>Cargo van used for transporting people, supplies, equipment, and tools.</td>
<td>Replacement</td>
<td></td>
<td>7-10</td>
</tr>
<tr>
<td>2019 Ford Transit Cargo T-150</td>
<td>1</td>
<td>Marketing Print Shop</td>
<td>Cargo van used for transporting people, supplies, and materials.</td>
<td>Replacement</td>
<td></td>
<td>7-10</td>
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</tbody>
</table>

Total 4
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>+/-</th>
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<tbody>
<tr>
<td>1.</td>
<td>2019 Ford Transit Wagon T-350</td>
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<td>$30,540</td>
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<tr>
<td>2.</td>
<td>2020 Ford Transit Cargo T-150</td>
<td>1</td>
<td>$22,978</td>
<td>$23,930</td>
<td>$28,440</td>
<td>$29,107.33</td>
<td>2%</td>
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<td>3.</td>
<td>2020 Ford Transit Cargo T-150</td>
<td>1</td>
<td>$22,978</td>
<td>$23,930</td>
<td>$28,440</td>
<td>$27,792.33</td>
<td>-2%</td>
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<tr>
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<td>4</td>
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<td></td>
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</tr>
</tbody>
</table>

Cargo Van Vehicle Price History
RESOLUTION NO. 2019-____

A RESOLUTION APPROVING THE PURCHASE OF (4) FOUR VEHICLES FROM ALAN JAY FORD LINCOLN MERCURY, INC. FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST NOT TO EXCEED $125,752.32 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 2019-120716-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 3 vehicles to replace vehicles that have reached the end of their economic useful life and 1 new vehicle 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 Ford Lincoln Mercury, Inc. has met the specifications, terms and conditions of the National Joint Powers Alliance Contract No. 2019-120716-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 (4) four vehicles from Alan Jay Ford Lincoln Mercury, Inc. for the Fleet Management Department at a total cost not to exceed $125,752.32 utilizing the National Joint Powers Alliance Contract No. 2019-120716-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:

[Signature]
City Attorney (Designee)
00442881
The following page(s) contain the backup material for Agenda Item: Accepting a proposal from CliftonLarsonAllen, LLP for utility and telecommunications billing audit services for the City. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from CliftonLarsonAllen, LLP for utility and telecommunications billing audit services for the City.

Explanation: The Procurement and Supply Management Department received seven proposals for utility and telecommunications billing audit services. The seven proposals were received from:

1. CliftonLarsonAllen, LLP
3. International Consulting Acquisition Corporation
4. Tellennium, Inc.
5. The Eric Ryan Corporation
6. Troy & Banks, Inc.
7. Utility Cost Management, LLC

The proposals were evaluated by a cross-functional team from the Billing and Collections Department, the Department of Technology Services, the Finance Department and the Office of the City Auditor. They were:

Brett Fravel, IT Technical Support Manager, Department of Technology Services
Rachael Ward, Senior Auditor, Office of the City Auditor
Emily Gerard, Financial Reporting Coordinator, Finance Department
Melissa Seid, Administrative Support Coordinator, Billing & Collections Department

The proposals were evaluated based on the following criteria:

- Project approach and understanding
- Qualifications and experience of firm and staff
- Knowledge of State of Florida regulations and local government rate structures and programs
- Level of effort required by the City
- Past performance on similar contracts
- Fee for services

The vendor will provide all labor, materials, supervision, equipment and vehicles necessary to provide utility and telecommunications bill audit services for the City. The vendor will also provide recommendations to the City for potential cost avoidance/cost saving opportunities with utility and telecommunications service providers. The City will provide, as requested, the utility and telecommunication bills for review to the vendor and when a refund/reimbursement is due to the City, the vendor will receive an 18% fixed fee of the actual credit received from the service provider.

The Procurement and Supply Management Department, in cooperation with the Office of the City Auditor, recommends for award:

CliftonLarsonAllen, LLP

CliftonLarsonAllen, LLP has met the requirements of RFP No. 7035, dated August 31, 2018. The company is headquartered in Minneapolis, Minnesota, and is a limited liability partnership established in 2012. It has satisfactorily provided these services for Fulton County in Georgia, the State of New Mexico Department of
Information Technology, the City of Oldsmar, Pinellas Suncoast Transit Authority and Hillsborough Area Regional Transit Authority. This agreement will be effective through April 30, 2022 and has a two-year renewal option.

Cost/Funding/Assessment Information: Upon receipt, revenues will be deposited into the applicable city fund. Any budget adjustments or appropriation required will be brought to City Council for approval when vendor refund/reimbursement is required under the proposal.

Attachments:  Technical Evaluation (4 pages)
               Meeting Minutes (2 pages)
               Resolution

Approvals:  

[Signatures]  

Administrative  

Budget
Summary Work Statement

The City received seven proposals for RFP No. 7035, Consulting Services, Utility and Telecommunications Billing Audit. The successful offeror(s) will provide utility and telecommunications billing audit services. The seven proposals were received from:

1. CliftonLarsonAllen, LLP
3. International Consulting Acquisition Corporation
4. Tellennium, Inc.
5. The Eric Ryan Corporation
6. Troy & Banks, Inc.
7. Utility Cost Management, LLC

Evaluation Committee

The evaluations of the seven proposals were conducted by:

Brett Fravel, IT Technical Support Manager, Department of Technical Services
Rachael Ward, Senior Auditor, Office of the City Auditor
Emily Gerard, Financial Reporting Coordinator, Finance Department
Melissa Seid, Administrative Support Coordinator, Billing & Collections

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Project approach and understanding
- Qualifications and experience of firm and staff
- Knowledge of State of Florida regulations and local government rate structures and programs
- Level of effort required by the City
- Past performance on similar contracts
- Fee for services

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.

CliftonLarsonAllen, LLP is headquartered in Minneapolis, MN and is a limited liability partnership established in 2012, and has an office in Tampa The firm has been in business for six years and employs 5,480 people. Strengths include: They provided a client portal and file transfer program; they have a large government practice in Florida and a vast knowledge of the State of Florida regulations and local government rate structures and programs; their proposal provides a 90 day recommendation period; they require minimal requirements from City staff; and they have the lowest fees.
Weaknesses include: They have had lawsuits settled by a settlement or paid out of insurance; they have the least amount of time working in this industry; and their director doesn't seem to have much experience in consulting/auditing services.

The proposal meets the City's requirements.

Cost Control Associates, Inc. is headquartered in Queensbury, NY, and was incorporated as an "S" corporation in 2001. The firm has been in business for 27 years and employs 14 people. Strengths include: They have previously worked with the City's vendors (e.g. Duke Energy, TECO, Verizon, etc.), for this service; they have vast knowledge of the State of Florida regulations and local government rate structures and programs; they provide a detailed approach to the audit and how to find savings and refunds; and their fees provided no upfront fees.

Weaknesses include: Their proposal requires payment for potential savings if contract is broken; they listed large cities in their proposal, but references were from small cities; and their lower level staff do not appear to have a lot of telecommunications/utilities experience outside of firm.

The proposal meets the City's requirements.

International Consulting Acquisition Corporation is headquartered in Stamford, CT, and was incorporated in 2007. The firm has been in business for 12 years and employs 1,300 people. Strengths include: Their audit team has extensive background in telecommunications; they provided an illustrative audit timeline to include a kick-off meeting, pre-audit meeting and data collection; and their proposal provides weekly summary reports that track the savings.

Weaknesses include: Their proposal did not discuss area of knowledge with clients in Florida; their past performance examples were not from any municipalities or counties; they will only audit telecommunications bills; and none of their references were from any government client.

The proposal marginally meets the City's requirements.

Tellennium, Inc. is headquartered in Mt. Washington, KY, and was incorporated in 1999. The firm has been in business for 18 years and employs 33 people. Strengths include: They proposed that the City will receive recommendations within 30 days of starting the audit; they have multiple years of experience in telecommunications auditing; and they showed significant savings for large companies.

Weaknesses include: Their proposal had no mention of any government work; they did not provide examples of success on similar contracts (no local municipalities or counties); they provided resumes for upper management only, not sure of the experience of the auditing team; and they provided the highest fees of all proposals.

The proposal marginally meets the City's requirements.

The Eric Ryan Corporation. is headquartered in Ellwood City, PA, and was incorporated in 1999. The firm has been in business for 28 years and employs 103 people. Strengths include: They have assigned a large staff to assist the City; they have contracts with other Florida municipalities, including Sarasota and Miami; they are familiar with the rates, tariffs, rules and regulations of the Florida Public Service Commission.
Weaknesses include: They do not have an audit background; they did not provide sufficient information on the methodology for the audit; they did not list the amount of savings they have identified from other governmental contracts; and they did not list any auditor certifications.

The proposal meets the City's requirements.

*Troy & Banks, Inc.* is headquartered in Buffalo, NY, and was incorporated in 1994. The firm has been in business for 27 years and employs 16 people. Strengths include: They have several clients in Florida and the necessary knowledge of the State of Florida regulations and local government rate structures; they provided two separate teams, one for utility bills and one for telecommunications bills; they use a proprietary methodology that combines full data review with extensive "on the ground" inventory and inspection of their clients utility infrastructure; and they require minimal input from city staff once initial paper work has been received.

Weaknesses include: They have a small staff, which could affect the amount of time it takes to complete an audit; and they provided multiple references but none from their Florida-based clients.

The proposal exceeds the City's requirements.

*Utility Cost Management, LLC* is headquartered in Fresno, CA, and is a single-member LLC established in 1991. The firm has been in business for 27 years and employs eight people. Strengths include: They require one copy of each bill from the City to begin their process; they have conducted many utility audits for cities and counties in California; and their proposal provides a report to the city within 12 weeks from the start date of the audit.

Weaknesses include: They provided multiple letters of recommendation, all from California-based clients; they did not mention any audits for Florida municipalities; they provided a two-tier fee structure, 25% for cost savings realized and 20% for actual savings received by the City; their experience seems limited to California; and their overall fee of 39% was the highest and was only for utility audit.

The proposal marginally meets the City's requirements.

**Shortlisting and Oral Presentations**

The proposals were initially evaluated solely by the evaluation committee, based on the evaluation criteria established in the RFP. On October 9, 2018, the evaluation committee ranked the proposals and the top three firms were invited for oral presentations. They were ranked as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
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<tbody>
<tr>
<td>1.</td>
<td>Troy &amp; Banks, Inc.</td>
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<tr>
<td>2.</td>
<td>CliftonLarsonAllen, LLP</td>
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<td>4.</td>
<td>International Consulting Acquisition Corporation</td>
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<td>5.</td>
<td>The Eric Ryan Corporation</td>
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<td>6.</td>
<td>Utility Cost Management, LLC</td>
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<tr>
<td>7.</td>
<td>Tellennium, Inc.</td>
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Oral presentations and interviews took place before the evaluation committee on November 5, 2018, for the purpose of clarifications and to ensure a full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses.

Recommendation for Award

On November 5, 2018, the evaluation committee met to discuss the presentations and recommended CliftonLarsonAllen, LLP as the highest ranked offeror for utility and telecommunication bill audit services. The company has met the requirements of RFP No. 7035 and the offer was determined to be the most advantageous to the City, taking into consideration the fee for services and the evaluation criteria set forth in the RFP.

CliftonLarsonAllen, LLP was selected for the following reasons:

- They have industry experience serving multiple nationwide governmental clients.
- They provided a client portal and file transfer program.
- They have assisted other municipalities to get large savings in excess of $100,000.
- They have the largest amount of staff to support the initiative.
- They have a local (Tampa) presence and area expertise.

Brett Fravel
Chair

Emily Gerald
Committee Member

Rachael Ward
Committee Member
Title: RFP No. 7035: Audit Services, Utility & Telecommunications Bills  
Meeting Date: Tuesday, October 9, 2018  
Time: 10:30 a.m.  
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

<table>
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| 1. Introductions | Committee Members in Attendance: Brett Fravel, Rachael Ward, Emily Gerard, Melissa Seid  
 | a. Public Comments  
 | b. Florida’s Open Meeting Law – FS 286.011 [NJ]  
 | c. Prohibited Communication - AP #050100 [NJ]  
 | d. Selection of Chairperson (Committee)  
 | 2. Evaluations of Proposals (Strengths and Weaknesses) | Committee began its deliberations of the Proposals  
 | a. Clifton Larson Allen, LLP  
 | c. International Consulting Acquisition Corporation  
 | d. Tellennium, Inc.  
 | e. The Eric Ryan Corporation  
 | f. Troy & Banks, Inc.  
 | g. Utility Cost Management, LLC.  
 | 3. Ranking/Short-list | Committee Ranked as follows:  
 | 4. Oral Presentation | Motion by: Racheal to invite the top 3 for Interviews/Presentations, 15 min presentation/15 min question period  
 | 5. Adjournment | Meeting adjourned at 11:05

Rev (8/18)
Title: RFP No. 7035: Audit Services, Utility & Telecommunications Bills
Meeting Date: Monday, November 5, 2018
Time: 3:45 p.m.
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

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<td>b. Florida's Open Meeting Law – FS 286.011</td>
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<td>c. Prohibited Communication - AP #050100 [NJ]</td>
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<td>2. Evaluations of Presentations (Strengths and</td>
<td>Committee began its deliberations of the presentations</td>
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<td>Weaknesses)</td>
<td>Committee Ranked as follows:</td>
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<td>c. Troy &amp; Banks, Inc.</td>
<td>3. Troy &amp; Banks, Inc.</td>
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<td>3. Adjournment</td>
<td>Motion by: Racheal to recommend CliftonLarsonAllen, LLP for award</td>
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<td>Seconded by: Emily</td>
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<td>Votes: Affirmative (3)</td>
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<td>Meeting adjourned at 4:00</td>
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RESOLUTION NO. 2019-

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH A TWO-YEAR RENEWAL OPTION WITH CLIFTONLARSONALLEN, LLP FOR UTILITY AND TELECOMMUNICATIONS BILLING AUDIT SERVICES; 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. 7035 for utility and telecommunications billing audit services for the City dated August 31, 2018; and

WHEREAS, the Procurement and Supply Management Department received seven (7) proposals in response to the RFP; and

WHEREAS, a cross-functional team from the Billing and Collections Department, the Department of Technology Services, the Finance Department and the Office of the City Auditor evaluated the proposals based on the criteria set forth in the RFP and recommended CliftonLarsonAllen, LLP to provide utility and telecommunication billing audit services; and

WHEREAS, CliftonLarsonAllen, LLP has met the specifications, terms and conditions of RFP No. 7035; and

WHEREAS, the Procurement Department, in cooperation with the City Auditor, recommends approval of this award.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of a three-year agreement with a two-year renewal option with CliftonLarsonAllen, LLP for utility and telecommunications billing audit services is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00443014
The following page(s) contain the backup material for Agenda Item: Awarding contracts to Cardno, Inc., GHD Services, Inc., Greenman-Pedersen and Stantec Consulting Services, Inc., for consulting services for environmental services for the Engineering & Capital Improvements Department. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of May 2, 2019

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

Subject: Awarding contracts to Cardno, Inc., GHD Services, Inc., Greenman-Pedersen and Stantec Consulting Services, Inc., for consulting services for environmental services for the Engineering & Capital Improvements Department.

Explanation: On October 26, 2018, the City issued a Request for Qualifications, RFQ 7103, for Consulting Services for Environmental Services. On November 13, 2018, the City received 11 Statements of Qualifications (SOQs) from the following firms:

1. Apex Companies, LLC
2. Cardno, Inc.
3. Environmental Risk Management, Inc.
4. GHD Services, Inc.
5. GLE Associates, Inc.
6. Greenman-Pedersen, Inc.
7. NOVA Engineering and Environmental, LLC
8. Professional Service Industries, Inc.
9. S & Me, Inc.
10. Stantec Consulting Services, Inc.
11. Terracon Consultants, Inc.

An evaluation committee comprised of City staff met on December 10, 2018, to discuss the SOQs. The evaluation committee members were:

Brezesh Prayman, Director, Engineering & Capital Improvements
Paul Booth, Director, Stormwater, Pavement & Traffic Operations
Carlos Frey, Engineering Design Manager, Engineering & Capital Improvements
Diana Smilova, Engineering Design Manager, Engineering & Capital Improvements
Michael Perry, Civil Engineer, Engineering & Capital Improvements

Four firms were invited to make oral presentations before the evaluation committee.

The firms were:

1. Cardno, Inc.
2. GHD Services, Inc.
3. Greenman-Pedersen, Inc.
4. Stantec Consulting Services, Inc.

On February 21, 2019, the evaluation committee considered the oral presentations and interviewed the four firms Cardno, Inc., GHD Services, Inc., Greenman-Pedersen and Stantec Consulting Services, Inc. were recommended for award. Multiple awards are recommended to ensure availability and capacity, as well as access to the specific skillset of each of the firms.

Continued on Page 2
The contractors will provide all labor, materials, and equipment to perform professional engineering services for environmental services projects for the City.

These projects may include wetland surveys; environmental mitigation; facility surveys; testing, evaluation and remediation of hazardous materials, including asbestos abatement specifications, monitoring and reporting, providing petroleum facility records audits, reports, designs, and construction-related services; as well as other hazardous waste, environmental, and petroleum related services as required.

The consultants' services under this agreement will be described in task orders. Each task order, after City Council approval and execution, shall become a supplement to and a part of the agreement. The initial term of this agreement shall commence on the execution date and remain in effect for one year. The agreement shall automatically renew for successive one (1) year periods unless either party sends the other a notice of non-renewal at least 30 days prior to the expiration of the current term.

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

1. Cardno, Inc.
2. GHD Services, Inc.
3. Greenman-Pedersen, Inc.
4. Stantec Consulting Services, Inc.

Cardno Inc. is headquartered in Clearwater, employs 1,582 people and was founded in 1983. GHD Services, Inc. is headquartered in Tampa, employs 1,617 people and was founded in 1928. Greenman-Pedersen, Inc. is headquartered in Babylon, NY, employs 1,470 people and was founded in 1966. Stantec Consulting Services, Inc., employs 16,615 people and was founded in 1954. They have all provided these services satisfactorily in the past.

Cost/Funding/Assessment Information: Funds have been previously appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

Attachments: Technical Evaluation (5 pages)
Meeting Minutes (3 pages)
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
Technical Evaluation
925-28 Consulting Services, Environmental

Summary Work Statement

The City received 11 Statements of Qualifications (SOQs) for RFQ 7103 Consulting Services for Environmental. The successful firms will provide consulting services for environmental services projects. The 11 qualification statements were received from:

1. Apex Companies, LLC
2. Cardno, Inc.
3. Environmental Risk Management, Inc.
4. GHD Services, Inc.
5. GLE Associates, Inc.
6. Greenman-Pedersen, Inc.
7. NOVA Engineering and Environmental, LLC
8. Professional Service Industries, Inc.
9. S&Me, Inc.
10. Stantec Consulting Services, Inc.
11. Terracon Consultants, Inc.

Evaluation Committee

Evaluations of the 11 qualification statements were conducted by:

Brejesh Prayman, Director, Engineering & Capital Improvements
Paul Booth, Director, Stormwater, Pavement & Traffic Operations
Caries Frey, Engineering Design Manager, Engineering Department
Diana Smilova, Engineering Design Manager, Engineering Department
Michael Perry, Civil Engineer, Engineering Department

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

- Team Background and Experience
- Project Approach
- Relevant Project Examples
- Small, Minority, Woman and Disadvantaged Business Enterprise

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.

Apex Companies, LLC maintains its company headquarters in Rockville, Maryland. They have approximately 764 employees designated to serve the City. The firm was founded in 1988.
Strengths include: They develop action plans for both management and key personnel; they can provide a broad platform of service for the City; and they have subconsultants that are WBE, DBE, and SBE certified.

Weaknesses include: They need to have subconsultants to meet requirements and meet the scope of the project; their project approach requires multiple managers as a requirement; and their water quality services are performed by subconsultants.

The proposal meets the City's requirements.

Cardno, Inc. maintains its company headquarters in Clearwater. They have approximately 1,583 employees designated to serve the City. The firm was founded in 1983.

Strengths include: They provided a team with extensive experience and knowledge; they provided multiple sub-consultants that are WBE, DBE, and SBE certified; they can provide multiple environmental services and have experience with different types of sea walls; and they have a thorough approach for assessments and remediations.

Weaknesses include: Their water quality services are limited to fresh water (other water quality services are performed by subconsultants); and they are not SBE certified with the City of St. Petersburg.

The proposal meets the City's requirements.

Environmental Risk Management, Inc. maintains its company headquarters in Fort Myers. They have approximately 27 employees designated to serve the City. The firm was founded in 1999.

Strengths include: They provided sub-consultants that are SBE, WBE or DBE certified; their project approach focused on safety; and they provided a thorough approach to assessments and remediations.

Weaknesses include: They need to rely on sub-consultants to meet areas of the scope they cannot perform; their primary office is in Ft. Myers; and they are not SBE certified with the City of St. Petersburg.

The proposal meets the City's requirements.

GHD Services, Inc. maintains its company headquarters in Tampa. They have approximately 1,617 employees designated to serve the City. The firm was founded in 1928.

Strengths include: They provided sub-consultants that are MBE or WBE certified; they currently provide environmental services for the City; they provided a strong project approach for assessments; and they provided a strong project example for soil analysis.

Weaknesses include: They did not address water quality in their proposal; they are not SBE certified with the City of St. Petersburg; and their relevant project examples were lacking in site remediation.
The proposal marginally meets the City's requirements.

**GLE Associates, Inc.**

Maintains its company headquarters in Clearwater. They have approximately 81 employees designated to serve the City. The firm was founded under the name of William and Associates in Florida in 1989.

Strengths include: Their sub-consultant is SBE certified with the City of St. Petersburg; they provided a good project approach for assessments; and their sub-consultant has experience with wetland service and permitting.

Weaknesses include: They cannot provide in-house wetland services; they lack the skill for GIS service and they need their sub-consultant for this service; their proposal was lacking in water quality experience; and they are not SBE certified with the City.

The proposal marginally meets the City's requirements.

**Greenman-Pedersen, Inc.**

Maintains its company headquarters in Babylon, NY, with a Tampa office. They have approximately 1,470 employees designated to serve the City. The firm was founded in 1966.

Strengths include: They provided sub-consultants that are SBE and WBE certified; they provided good project examples for water quality; they provided a defined project approach to include project scoping, kick-off, progress, quality control and close-out; and they provided a good project approach in their proposal.

Weaknesses include: Their project approach lacked a specific time line for progress meetings; and they are not SBE certified with the City of St. Petersburg.

The proposal meets the City’s requirements.

**NOVA Engineering and Environmental, LLC**

Maintains its company headquarters in Kennesaw, Georgia, with a Tampa office. They have approximately 346 employees designated to serve the City. The firm was founded in 1996.

Strengths include: They provided sub-consultants that are SBE, MBE and WBE certified; they provided a good philosophy and budget control in their proposal; and they provided a straight forward project approach.

Weaknesses include: The majority of their project examples are related to asbestos; they provided limited background and experience for water quality; and they are not SBE certified with the City of St. Petersburg.

The proposal meets the City’s requirements.

**Professional Service Industries, Inc.**

Maintains its company headquarters in Arlington Heights, Illinois, with a Tampa office. They have approximately 2,300 employees designated to serve the City. The firm was founded in 1961.
Strengths include: Their proposal showed a strong background on assessments; they provided a single point of contact with 24/7 availability; and their project approach ensures quality, adheres to the schedule and cost effectiveness.

Weaknesses include: They showed only large project examples; they did not provide details on water quality experience; and they are not SBE certified.

The proposal meets the City's requirements.

S&Me, Inc. maintains its company headquarters in Raleigh, NC, with a Tampa office. They have approximately 1,100 employees designated to serve the City. The firm was founded in 1973.

Strengths include: They provided sub-consultants that are SBE and WBE certified; they have adequate background and strong experience in assessments and remediations; and they provided a cost-effect approach and focus on schedule in their proposal.

Weaknesses include: They have a relatively inexperienced environmental staff; they have mostly water quality sampling experience; and they are not SBE certified.

The proposal meets the City's requirements.

Stantec Consulting Services, Inc. maintains its company headquarters in Edmonton, Canada, with a Tampa office. They have approximately 16,615 employees designated to serve the City. The firm was founded in 1954.

Strengths include: They have strong CADD and GIS capabilities; they provided sub-consultants that are SBE, MBE and WBE certified; they provided a multi-disciplinary project approach; and their sub-consultants have experience and background for water quality and wetlands projects.

Weaknesses include: They are not SBE certified; their project examples were not strong on assessments; and they do not have much experience on petroleum assessment cleanup.

The proposal meets the City's requirements.

Terracon Consultants, Inc. maintains its company headquarters in Olathe, KS, with a Tampa office. They have approximately 4,560 employees designated to serve the City. The firm was founded in 2003.

Strengths include: They provided sub-consultants that are SBE, MBE, DBE and WBE certified; they have good assessment and remediation experience; and they provided multiple municipal project examples.

Weaknesses include: Their project approach provided heavy emphasis on cost control and solution oriented; their substitute project manager is not a Professional Engineer; and they are not SBE certified.

The proposal meets the City's requirements.
Shortlisting and Oral Presentations

The SOQs were initially evaluated solely on the evaluation criteria established in the RFQ. A shortlist meeting was held on December 10, 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 attend presentations and interviews. They were:

1. Cardno, Inc.
2. GHD Services, Inc.
3. Greenman-Pedersen, Inc.
4. Stantec Consulting Services, Inc.

Oral presentations and interviews took place before the evaluation committee on February 21, 2019, for the purpose of clarifications and to ensure full understanding of the City's requirements. The presentations also enabled the committee to have a full understanding of the offerors' proposals and responses.

Recommendation for Award

On February 21, 2019, Cardno, Inc., GHD Services, Inc., Greenman-Pedersen, Inc. and Stantec Consulting Services, Inc. were recommended for award. The firms have met the requirements of RFQ No. 6809 and have been determined to be the most advantageous to the City, taking into consideration their years of providing these services, strategic use of sub-consultants, and the evaluation criteria set forth in the RFP. Multiple firms are recommended to ensure availability and capacity for the City's requirements.

The Firms were selected for the following reasons:

- Years of experience in providing these services
- They included SBE/MBE/DBE certified firms and sub-consultants
- They provided relevant past and present project examples

Attached are the minutes of the two evaluation committee meetings.

Brijesh Pramanik, Chair
Carlos Frey, Committee Member
Michael Perry, Committee Member

Paul Booth, Committee Member
Diara Smilova, Committee Member
City of St. Petersburg  
**Meeting Agenda**  
Procurement and Supply Management

**Title:**  
RFQ No. 7103: Environmental Consulting Services

**Meeting Date:**  
Monday, December 10, 2018

**Time:**  
2:00 p.m.

**Place:**  
Municipal Services Center, One 4th Street North, CR500,  
St. Petersburg, FL

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   a. Public Comments  
   b. Florida’s Open Meeting Law – FS 286.011 [NJ]  
   c. Prohibited Communication - AP #050100 [NJ]  
   d. Identify Chairperson (Brejesh Prayman) | Committee Members in Attendance: Brejesh Prayman, Carlos Frey, Paul Booth, Diana Smilova, Michael Perry  
Staff: Neal Jones  
Public: 3 members of public present, all declined to speak. |
| 2. Evaluations of Proposals (Strengths and Weaknesses) | Chairman opened the floor up for discussion on the SOQ’s received.  
   a. Apex Companies, LLC  
   b. Cardno, Inc.  
   c. Environmental Risk Management, Inc.  
   d. GHD Services, Inc.  
   e. GLE Associates, Inc.  
   f. Greenman-Pedersen, Inc.  
   g. NOVA Engineering and Environmental, LLC  
   h. Professional Service Industries, Inc.  
   i. S&Me, Inc.  
   j. Stantec Consulting Services, Inc.  
   k. Terracon Consultants, Inc. |
3. Shortlist for Presentations

Motion by: Carlos Frey
to short-list
Cardno, Inc. and GHD Services, Inc. for
presentations/interviews
Seconded by: Diana Smilova
Votes: Affirmative (5)

Motion by: Carlos Frey
to short-list
Greenman-Pedersen, Inc. and Stantec
Consulting Services, Inc. for
presentations/interviews
Seconded by: Paul Booth
Votes: Affirmative (5)

4. Adjournment

Meeting Adjourned at 1440
Title: RFQ No. 7103: Environmental Consulting Services
Meeting Date: Thursday, February 21, 2019
Time: 10:30 a.m.
Place: Municipal Services Center, One 4th Street North, CR500, St. Petersburg, FL

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<tr>
<td>1. Introductions</td>
<td>Committee Members in Attendance: Carlos Frey, Paul Booth, Diana Smilova, Michael Perry</td>
</tr>
<tr>
<td>a. Public Comments</td>
<td>Staff: Neal Jones</td>
</tr>
<tr>
<td>b. Florida’s Open Meeting Law – FS 286.011 [NJ]</td>
<td>Public: 3 members of public present, all declined to speak.</td>
</tr>
<tr>
<td>2. Evaluations of Presentations</td>
<td>Chairman opened the floor up for discussion on the presentations.</td>
</tr>
<tr>
<td>a. Cardno, Inc.</td>
<td>Motion by: Paul Booth to award contracts to all 4 suppliers.</td>
</tr>
<tr>
<td>b. GHD Services, Inc.</td>
<td>Seconded by: Michael Perry</td>
</tr>
<tr>
<td>c. Greenman-Pedersen, Inc.</td>
<td>Votes: Affirmative (4)</td>
</tr>
<tr>
<td>d. Stantec Consulting Services, Inc.</td>
<td></td>
</tr>
<tr>
<td>3. Recommendation for Award</td>
<td></td>
</tr>
<tr>
<td>4. Adjournment</td>
<td>Meeting Adjourned at 1035</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2019—_

A RESOLUTION ACKNOWLEDGING THE SELECTION OF CARDNO, INC., GHD SERVICES, INC., GREENMAN-PEDERSEN, AND STANTEC CONSULTING SERVICES, INC. TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR ENVIRONMENTAL SERVICES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ENGINEERING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 26, 2018, the Procurement & Supply Management Department issued a request for qualifications ("RFQ") No. 7103 in accordance with the requirements set forth in Florida Statute §287.055 (the Consultant's Competitive Negotiation Act) to engage the most qualified firm(s) to provide miscellaneous professional services for Environmental Services; and

WHEREAS, on November 13, 2018, the Procurement & Supply Management Department received eleven (11) statement of qualifications in response to the RFQ; and

WHEREAS, on December 10, 2018, the selection committee (Brejesh Prayman, Paul Booth, Carlos Frey, Diana Smilova, and Michael Perry) met to discuss the statement of qualifications and shortlisted to four (4) firms; and

WHEREAS, the four (4) shortlisted firms were (1) Cardno, Inc. ("Cardno"); (2) GHD Services, Inc. ("GHD"); (3) Greenman-Pedersen, Inc. ("Greenman-Pedersen") and (4) Stantec Consulting Services, Inc. ("Stantec"); and

WHEREAS, on February 21, 2019 the four (4) shortlisted firms made presentations to the selection committee and the selection committee ranked Cardno, GHD, Greenman-Pedersen, and Stantec as the most qualified firms to provide miscellaneous professional services for Environmental Services; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreement ("A/E Agreement"); and

WHEREAS, the firms have agreed to the terms and conditions set forth in the A/E Agreement; and

WHEREAS, from time to time the City issues task orders to such firms in order for the firm to provide professional services in accordance with the A/E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of Cardno, Inc., GHD Services, Inc., Greenman-Pedersen, Inc., and Stantec Consulting Services, Inc. to provide miscellaneous professional services for Environmental Services is hereby acknowledged.

1
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City’s form architect/engineering agreement.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00443100
The following page(s) contain the backup material for Agenda Item: Approving a Resolution of the City of St. Petersburg, Florida, superceding Resolution 2018-335 which approved the plat of Police Headquarters which has not been recorded; and approving the updated plat entitled Police Headquarters, generally located between 1st Avenue North and 2nd Avenue North west of 13th Street North; setting forth conditions for approval and providing an effective date. (City File 13-20000009).
Please scroll down to view the backup material.
TO: THE HONORABLE CHARLES GERDES, CHAIR, AND MEMBERS OF CITY COUNCIL

SUBJECT: Resolution of the city of St. Petersburg, Florida, superceding Resolution 2018-335 which approved the plat of Police Headquarters which has not been recorded; and approving the updated plat entitled Police Headquarters, generally located between 1st Avenue North and 2nd Avenue North west of 13th Street North; setting forth conditions for approval; and providing an effective date. (City File 13-20000009)

RECOMMENDATION: The Administration recommends APPROVAL.

DISCUSSION: The applicant is requesting approval of a plat to create one lot. The zoning for the subject lots is DC-1 along 1st Avenue North and DC-2. The plat assembles the underlying lots and vacated rights-of-way for redevelopment.

The plat was previously approved by City Council on July 12, 2018 and has now been revised to add easements subsequently granted to Duke Energy and correct the reference to the Vacation Ordinance, this is detailed in the Ordinance attached.

Attachments: Aerial, Resolution with copy of the Plat, Engineering Conditions dated April 11, 2018
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA, SUPERCEDED RESOLUTION 2018-335 WHICH APPROVED THE PLAT OF POLICE HEADQUARTERS WHICH HAS NOT BEEN RECORDED; AND APPROVING THE UPDATED PLAT ENTITLED POLICE HEADQUARTERS, GENERALLY LOCATED BETWEEN 1ST AVENUE NORTH AND 2ND AVENUE NORTH WEST OF 13TH STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 13-20000009)

WHEREAS, on July 12, 2018 the plat entitled, “Police Headquarters” was approved by the City under Resolution 2018-335 and has not been recorded at the County; and

WHEREAS, on October 17, 2018 an easement was granted to Duke Energy Florida, LLC a Florida Limited Liability Company, dba Duke Energy and recorded in Official Records Book 20301 Pages 419 to 423; and

WHEREAS, the above Duke Energy Florida, LLC easement must be shown on the plat to be recorded; and

WHEREAS, the related Vacation of Right-of-Way Ordinances 1050-V and 1074-V shown on the plat approved by the City under Resolution 2018-335 expired before recording; and

WHEREAS, on January 17, 2019 a new Vacation of Right-of-Way Ordinance was approved by Resolution 1111-V and recorded on March 1, 2019 in Official Records Book 20447, Pages 2036-2039; and

WHEREAS, the above Vacation of Right-of-Way Ordinance 1111-V must be shown on the plat to be recorded;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida does hereby supercede Resolution 2018-335 with this resolution, and as this updated plat is reflecting the easement recorded in Official Records Book 20301 Pages 419 to 423 and the Vacation Ordinance 1111-V recorded in Official Records Book 20447 Pages 2036-2039, approve the updated plat entitled Police Headquarters, generally located between 1st Avenue North and 2nd Avenue North west of 13th Street North, is hereby approved, subject to the following conditions.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
Planning & Development Services Dept.  04.19.19

[Signature]
City Attorney (Designee)  04.19.19
POLICE HEADQUARTERS

BEING A REPLAT OF LOT 1, BLOCK 1, PUBLIC SAFETY COMPLEX REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 46, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; TOGETHER WITH LOTS 25, 26, 27, 28, THE SOUTH 410 FEET OF LOTS 29 AND 30, THE SOUTH 420 FEET OF THE NORTH 840 FEET OF LOTS 29 AND 30, ALL OF LOTS 43, 44, 45 AND 46, AND LOT 47, LESS THE SOUTH 75 THEREOF, RECORDED IN PLAT OF JACKSON'S PARK ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 20, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH VACATED RIGHT OF WAY, ALL LYING IN SECTION 24, TOWNSHIP 31 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA.

LEGAL DESCRIPTION:

From the Northwest corner of Lot 1, Block 1, PUBLIC SAFETY COMPLEX REPLAT, as recorded in Plat Book 65, Page 46, Public Records of Pinellas County Florida as the Point of Beginning; thence along the South right of way of 2nd Avenue North, 889.33 feet, 440.23 feet to the Northeast corner of Lot 28, REVISED PLAT OF JACKSON’S PARK, as recorded in Plat Book 1, Page 20, Public Records of Pinellas County, Florida; thence along the East line of Lot 28, 425.96 feet, thence along the South line of Lot 29, 95.00 feet to the west right of way of 13th Street North; thence along said North right of way, 290.42 feet, 397.33 feet to the South right of way of 1st Avenue North; thence along said South right of way, 397.33 feet, 536.54 feet to the East right of way of Seaboard Coast Line Railroad, 536.54 feet; thence along said right of way, 423.49 feet, 479.76 feet to the Point of Beginning, said line situated, lying and being in Pinellas County, Florida.

St. Petersburg, Florida

DEDICATION:

The undersigned hereby certifies that it is the owner of the herein described tract of land hereby pinned as POLICE HEADQUARTERS, and that it dedicates to the public all streets, roads, public easement, rights of way, and public areas shown on this plat of this subdivision of such lands for the uses and purposes herein stated.

The undersigned (“Clerks”) does hereby further permanently grant to Duke Energy Florida, LLC, D/B/A Duke Energy, and their parent entity (or entity controlling such entities), their respective subsidiaries or affiliates entities, and any other holder of utility services (“Clerks”) their successors and assigns, forever, for any and all reasonable purposes, to erect, maintain or remove any other structures or utilities herein described, or to modify the same, in any manner deemed necessary or appropriate by the Duke Energy Florida, LLC, D/B/A Duke Energy, and their parent entity (or entity controlling such entities), and any other holder of utility services (a) right of way for the construction, operation, maintenance, repair, or replacement of any and all necessary Fixtures for the continued or underground distribution of gas, electric, telegraph, communicational or other utilities ("Fixtures") on or in the vicinity of the Duke Energy Florida, LLC, D/B/A Duke Energy, and their parent entity (or entity controlling such entities) or any otherholder of utility services (b) construct or install any new or existing Fixtures on or in the vicinity of the Duke Energy Florida, LLC, D/B/A Duke Energy, and their parent entity (or entity controlling such entities) or any otherholder of utility services (c) improve the land support of existing Fixtures (d) improve the utility to maintain the Fixtures on (e) create a demand to have and to use the same as before.

CITY OF ST. PETERSBURG
A Duneault Corporation

MAYOR

Print name

Signed and delivered in the presence of:

Witness

Witness

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this day of A.D. 2019, by

MAYOR OF THE CITY OF ST. PETERSBURG, FLORIDA, A Municipal Corporation, on behalf of the corporation. He is personally known to me or has produced his identification.

My commission expires:

NEW YORK STATE OF FLORIDA AT LARGE

George F. Young, Jr., LB 021
2900 E. Waters Avenue, Suite 304
St. Petersburg, Florida 33716
(727) 422-2017

CERTIFICATE OF APPROVAL OF THE CITY OF ST. PETERSBURG:

APPROVED for the City of St. Petersburg, Pinellas County, Florida, this day of A.D. 2010, provided that this plat is recorded in the public records of Pinellas County, Florida, either six (6) months from the date of this approval.

MAYOR

APPROVED by the City Council of the City of St. Petersburg, Pinellas County, Florida, this day of A.D. 2019.

COUNCIL CHAIR

CERTIFICATE OF APPROVAL OF COUNTY CLERK:

STATE OF FLORIDA
COUNTY OF PINELLAS

I, Van Bulk, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this plat has been examined and that it is complete in form with all the requirements of the Statutes of Florida pertaining to maps and plans and that this plat has been filed for record in the Office of the Clerk of the Circuit Court of Pinellas County, Florida.

Signed on the day of A.D. 2010.

By: Ken Bulk, Clerk

County Attorney

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

It is hereby certified that this plat has been received for conformity with the platting requirements of Chapter 177, Part I of the Florida Statutes. The geometric data has not been verified.

Date:

Simone R. Collins
Professional Surveyor and Mapper
Florida License Number 0682

SURVEYOR’S CERTIFICATE:

I, Catherine A. Bedard, of George F. Young, Inc., the Surveyor making this plat, do hereby certify that this plat was prepared under my direction and supervision and to the best of my knowledge and belief that this plat complies with all the survey requirements of Part I, Chapter 177, Florida Statutes.

Bound survey performed on the 12th day of July, A.D. 2017.

George F. Young, Inc., LB 021
2900 E. Waters Avenue, Suite 304
St. Petersburg, Florida 33716
(727) 422-4127

Extensive & Becker
Florida Professional Surveyor & Mapper
LB 025

SHEET 1 OF 2
MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT

TO: Kathryn Younkin, Development Services
FROM: Nancy Davis, Engineering Plan Review Supervisor
DATE: April 10, 2018
SUBJECT: Final Plat for Police Headquarters
FILE: 13-2000009 R4

LOCATION: 1301 1st Avenue North
PIN: 24/31/16/43668/000/0250, 290, 292, 430, 450, 460, 470, 471, 472
24/31/16/73179/001/0010
ATLAS: G-2
PROJECT: Final Plat for Police Headquarters
REQUEST: Approval of a final plat for Police Headquarters

The Engineering Department has no objection to the proposed Final Plat. It is acknowledged that the following Special Conditions and Standard Comments have been addressed on the Site Construction Plans which have been Permitted by the City, and that the site is currently under construction. The conditions and comments remain listed below as documentation of the plat approval conditions since the plat is being processed concurrently with construction. The listed conditions and comments will be verified prior to Engineering departmental release of the project Certificate of Occupancy. No further response necessary for processing the final plat.

SPECIAL CONDITIONS OF APPROVAL:
1. Existing utility facilities which are located within the plat boundary must be relocated or abandoned per current City Engineering Standards and Specifications as necessary to facilitate the redevelopment plan.

2. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the DC zoning district, 10-foot wide sidewalks are required on all abutting streets. Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed driveways per current ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All public sidewalks must be restored or reconstructed as necessary to good and safe ADA compliant condition prior to Certificate of Occupancy.

3. The redevelopment shall be in compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030.
4. Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects shall be set per building code requirements to at least one foot above the FEMA
elevation. The construction site upon the lot shall be a minimum of one foot above the average grade crown of the road, which crown elevation shall be as set by the engineering director.

STANDARD COMMENTS:
Water service is available to the site. The applicant’s Engineer shall coordinate potable water and/or fire service requirements through the City’s Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City’s Water Resources department or a variance is granted by the City Water Resources department). Note that the City’s Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City’s Water Resources department, Kelly Donnelly, at 727-892-5614 or kelly.donnelly@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Wastewater reclamation plant and pipe system capacity will be verified prior to development permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) has been provided to the Engineering Department for review and coordination by the applicant’s engineer for all construction proposed or contemplated within dedicated right-of-way or easement.

All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant’s expense in accordance with the standards, specifications, and policies adopted by the City.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City’s stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

It is the developer’s responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas
County, as required for future development on this site. Plans and specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

pc: Kelly Donnelly
    Correspondence File
The following page(s) contain the backup material for Agenda Item: Approving the new standard form construction contract to be utilized for construction projects solicited by the competitive sealed bidding process; authorizing the City Attorney’s office to make non-substantive changes to the construction contract.
Please scroll down to view the backup material.
MEMORANDUM

Consent Agenda B

To: The Honorable Charles Gerdes, Chair, and City Councilmembers

From: Macall Dyer, Managing Assistant City Attorney – Contracts and Brejesh Prayman, Engineering & Capital Improvements Director

Date: Meeting of May 2, 2019

Re: Construction Contract for Projects Solicited by Competitive Sealed Bidding

Over the last few months the City Attorney’s Office and the Engineering & Capital Improvements Department have worked cooperatively to update the construction contract utilized for construction projects solicited by the competitive sealed bidding process. The changes include revisions necessary to make this construction contract consistent with the construction manager at risk contract and the construction manager contract.

We have also incorporated the current requirements for disadvantaged workers, apprentice employment, payment of a living wage, and consideration of sea level rise and resiliency.

The construction contract, which includes the agreement, instructions to bidders and general conditions is attached. We recommend approval of the attached resolution.
Resolution No. 2019

A RESOLUTION APPROVING THE NEW STANDARD FORM CONSTRUCTION CONTRACT TO BE UTILIZED FOR CONSTRUCTION PROJECTS SOLICITED BY THE COMPETITIVE SEALED BIDDING PROCESS; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE CONSTRUCTION CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, over the last few months the City Attorney’s Office and the Engineering & Capital Improvements Department have worked cooperatively to update the construction contract utilized for construction projects solicited by the competitive sealed bidding process; and

WHEREAS, the City Attorney’s Office and the Engineering & Capital Improvements Department recommend approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the new standard form construction contract to be utilized for construction projects solicited by the competitive sealed bidding process is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:

[Signature]

City Attorney (Designee)
00442743
AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into on the ___ day of _____________,
20___ ("Effective Date"), by and between ________________, ("Contractor") and the City of St. Petersburg, Florida, ("City" or "Owner").

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 Contractor and the City agree as follows:

a) The Contractor shall furnish all material and perform all of the work for:

Project Name

St. Petersburg, Florida, Project No. XXXXX-XXX ("Project"), and in full and complete accordance with this Agreement and the Contract Documents. Contract Documents shall mean, collectively, the General Conditions and supplementals thereto, Specifications and supplementals thereto, the Plans, the Solicitation and any addenda thereto, and the Bid (as those terms, i.e., Specifications, Plans, Solicitation, and Bid, are defined in the General Conditions).

b) This Agreement and the Contract Documents form the contract ("Contract") between the City and Contractor.

c) Contractor shall commence the Work (as described in the Contract Documents) within ten (10) calendar days after the City issues the Notice to Proceed (as defined in the General Conditions). After the City issues a Notice to Proceed, Contractor shall (i) reach Substantial Completion (as defined in the General Conditions) of all Work within the time period stated in the Notice to Proceed, and (ii) reach Final Completion within thirty (30) calendar days after the City's delivery of the punch list in accordance with the Contract, unless a longer period of time to reach Final Completion is set forth in the punch list (collectively, (i) and (ii), "Contract Time"). The Contract Time may be modified by a Change Order (as defined in the General Conditions) or amendment.

d) Provided that Contractor faithfully performs its obligations contained in the Contract, the City hereby agrees to pay Contractor at the time and in the manner set forth in the Contract Documents an amount not to exceed ____________________ ("Contract Price"), subject to additions and deductions as provided in the Contract.

e) Time is of the essence in the Contract. The parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages the City would incur if Contractor does not achieve Substantial Completion within the time stipulated in the Contract. Therefore, Contractor shall be liable for and shall pay to the City the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work reaches Substantial Completion, in the following aggregate amounts:
Original Contract Amount
$50,000 and under .................................................. $500
Over $50,000 but less than $500,000 ........................................ $1,000
Over $500,000 but less than $5,000,000 ............................... $1,500
Over $5,000,000 but less than $15,000,000 ......................... $2,000
$15,000,000 and over .............................................. $4,000

These liquidated damages shall be the City’s sole and exclusive damages for Contractor’s delay of the Work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written.

________________________________________
(Company Name)

By: ________________________________
(Signature of Corporate Officer)

________________________________________
(WITNESSES:)
By: ________________________________
(Printed Name)

________________________________________
(Printed Name)

________________________________________
(Printed Name)

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________
Procurement and Supply Management Director

________________________________________
Date

________________________________________
(APPROVED AS TO FORM:)
By: ________________________________
City Attorney (Designee)

Doc 00435746 (last updated March 2019)
(Acknowledgment of Contractor, if a Corporation)

(State of  
County of  
City of  

The foregoing instrument was acknowledged before me this ___ day of ____________
20___, by ____________________________________________________________  
(Name and Title of Officer or Agent)

And ___________________________________________ of ________________________
(Name and Title of Officer or Agent) (Name of Corporation)

a ___________________ Corporation, on behalf of the corporation, he/she is  
(State of Incorporation) (Select)

personally known to me or has produced ___________________ as identification and  
(Type of Identification)

________________ take an oath; and appeared before me at the time of notarization.  
(Did/Did Not)

The undersigned warrants that he/she is authorized by the Board of Directors  
(Select)

of said __________________________________________ to execute this Contract.  
(Name of Corporation)

NOTARY PUBLIC:

Sign: _________________________________

Print/Type: _________________________________

(Seal)
AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into on the __ day of ____________, 20__ ("Effective Date"), by and between ____________________________, ("Contractor") and the City of St. Petersburg, Florida, ("City" or "Owner").

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 Contractor and the City agree as follows:

a) The Contractor shall furnish all material and perform all of the work for:

Project Name

St. Petersburg, Florida, Project No. XXXXX-XXX ("Project"), and in full and complete accordance with this Agreement and the Contract Documents. Contract Documents shall mean, collectively, the General Conditions and supplementals thereto, Specifications and supplementals thereto, the Plans, the Solicitation and any addenda thereto, and the Bid (as those terms, i.e., Specifications, Plans, Solicitation, and Bid, are defined in the General Conditions).

b) This Agreement and the Contract Documents form the contract ("Contract") between the City and Contractor.

c) The initial term of this Agreement is one year commencing on the Effective Date. The City reserves the right to renew this Agreement under the same terms and conditions, except for the unit prices and description of the work, for two (2) one-year periods at the end of the then-expiring term, provided that the City and Contractor mutually agree in writing to a renewal, the unit prices for the renewal period and the description of the work during the renewal period. Any mutually agreed upon renewal, unit prices for the renewal period and description of the work during the renewal period shall be effected through a written amendment to this Agreement signed by the authorized representative of both parties.

d) Contractor shall commence the Work (as described in the Contract Documents) within ten (10) calendar days after the City issues a Notice to Proceed (as defined in the General Conditions). After the City issues a Notice to Proceed, Contractor shall (i) reach Substantial Completion (as defined in the General Conditions) of all Work within the time period stated in the Notice to Proceed, and (ii) reach Final Completion within thirty (30) calendar days after the City’s delivery of the punch list in accordance with the Contract, unless a longer period of time to reach Final Completion is set forth in the punch list (collectively, (i) and (ii), “Contract Time”). The Contract Time may be
modified by a Change Order (as defined in the General Conditions) or amendment. A rider to the Public Construction Bond or a new Public Construction Bond to include any new work identified in an amendment and the Work must be approved by the City Attorney’s Office prior to issuance of a Notice to Proceed for any new work identified in an amendment.

e) Provided that Contractor faithfully performs its obligations contained the Contract, the City hereby agrees to pay Contractor pursuant to the amounts set forth in the unit prices at the time and in the manner set forth in the Contract Documents an amount not to exceed ____________________________ for the initial term (“Contract Price”), subject to additions and deductions as provided in the Contract.

f) Time is of the essence in the Contract. The parties agree that it would be extremely difficult and impractical under known and anticipated facts and circumstances to ascertain and fix the actual damages the City would incur if Contractor does not achieve Substantial Completion within the time stipulated in the Contract. Therefore, Contractor shall be liable for and shall pay to the City the sums hereafter stipulated as fixed, agreed and acknowledged as reasonable liquidated damages, not as a penalty, for each calendar day of delay until the Work reaches Substantial Completion, in the following aggregate amounts:

<table>
<thead>
<tr>
<th>Original Contract Amount</th>
<th>Daily Charge per Calendar Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>$50,000 and under</td>
<td>$500</td>
</tr>
<tr>
<td>Over $50,000 but less than $500,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Over $500,000 but less than $5,000,000</td>
<td>$1,500</td>
</tr>
<tr>
<td>Over $5,000,000 but less than $15,000,000</td>
<td>$2,000</td>
</tr>
<tr>
<td>$15,000,000 and over</td>
<td>$4,000</td>
</tr>
</tbody>
</table>

These liquidated damages shall be the City’s sole and exclusive damages for Contractor’s delay of the Work.

g) The obligations of the City as to any funding required pursuant to the Contract 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 the Contract.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective as of the day and date first above written.

(Company Name)

By: ____________________________
(Signature of Corporate Officer)

____________________
(Printed Name)

By: ____________________________

____________________
(Printed Name)

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Procurement and Supply Management Director

Date

____________________
City Clerk (Designee)

____________________
City Attorney (Designee)

APPROVED AS TO FÖHM:

____________________
By: ____________________________
City Attorney (Designee)

Doc:00485745 (last updated March 2019)
(Acknowledgment of Contractor, if a Corporation)

(State of ______________)
(County of ______________)
(City of ______________)

The foregoing instrument was acknowledged before me this ____ day of ______________ 20____, by ____________________________________________  
(Name and Title of Officer or Agent)

And ____________________________________________  
(Name and Title of Officer or Agent)  (Name of Corporation)

a ____________________________________________ Corporation, on behalf of the corporation, he/she is  
(State of Incorporation)  (Select)

personally known to me or has produced ____________________________________________ as identification and  
(Type of Identification)

_________ take an oath; and appeared before me at the time of notarization.  
(Did/Did Not)

The undersigned warrants that he/she is authorized by the Board of Directors  
(Select)

of said ____________________________________________ to execute this Contract.  
(Name of Corporation)

NOTARY PUBLIC:

Sign: ____________________________________________

Print/Type: ____________________________________________

(Seal)
GENERAL CONDITIONS

ARTICLE G-1 DEFINITION OF TERMS

In addition to the terms set forth in the Agreement, the following terms as used in the Contract are respectively defined as follows:

ALTERNATES – Bid price for additive or deductive items to the Base Bid in the Proposal.

BID – The solicitation response the Contractor submitted on the prescribed proposal form setting forth the prices for the Work to be performed.

BUSINESS DAYS – Every day other than Saturdays, Sundays, or City-designated holidays.

CHANGE ORDER – A written order to the Contractor prepared by the City, executed as required by the Contract, describing, authorizing and recognizing a change in the Work, an adjustment in the prices for the Work set forth in the Bid, and, if applicable, an adjustment to the Contract Time. A Change Order may be utilized to substitute work at no cost, to authorize additional (extra) work or to authorize the deduction of work. A Change Order signed by the Contractor indicates its agreement therewith.

CITY INSPECTOR – Duly authorized project representative assigned by the Manager, Engineering Construction. The City Inspector may be a City employee or an employee of a Design Professional employed by the City.

DESIGN PROFESSIONAL – The person or entity under separate contract with the City to provide Engineering/Architectural services, and, if noted at the pre-construction conference, may provide construction administration, construction inspection, or other project-related services for the Project.

ENGINEER – The Director of the City Engineering & Capital Improvements Department, or an authorized representative.

FIELD ORDER – A written instrument, on a form utilized by the City and delivered to the Contractor, that interprets and/or provides the Contractor with information clarifying a particular requirement of the Contract or authorizes changes in the Work with an agreed upon cost so Work may proceed without delay until an official Change Order can be issued.

FINAL PAYMENT – The final payment made by the City after Final Completion has been achieved by the Contractor. Final Payment releases all moneys due to the Contractor, including any retainage withheld.

FINAL COMPLETION – Completion of all work required under the Contract to the satisfaction of the City. Completion includes not only construction of Work but also the completion of the punch list items, which may include submittal of as-built drawings approved by the City, warranty documents, Operation and Maintenance Manuals, lien releases, and all other documentation required by the Contract.
LAWS – 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.

MANAGER, ENGINEERING CONSTRUCTION – Duly authorized representative of the Engineer.

NOTICE TO PROCEED – Official written notice provided by the City to the Contractor, the date of which the Contract Time commences to run, and upon which the Contractor shall be prepared to initiate commencement of the Work under the Contract within the following ten (10) calendar days.

PLANS/CONTRACT PLANS – All tracings, drawings, or reproductions thereof furnished by the City pertaining to the Project and such detailed supplemental drawings as may be issued by the City as the Work proceeds.

SAMPLES – Physical examples which illustrate materials, equipment, or workmanship and established standards by which the Work will be judged.

SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work required by the Contract.

SOLICITATION – All documents included in the solicitation issued by the City for the Work, including but not limited to the Notice to Bidders, Invitation to Bid, and Instructions to Bidders, and any addenda thereto.

SPECIFICATIONS – Those portions of the Contract consisting of written technical descriptions of, and requirements applicable to materials, equipment, construction systems, standards and workmanship as applied to the Work, and all administrative details, procedures and requirements. Specifications include all divisions herein.

SUBCONTRACTOR – A Subcontractor is a person or entity who has a contract with the Contractor to perform any of the Work at the site.

SUBSTANTIAL COMPLETION – The stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract so that the City can occupy or utilize the Work for its intended use. Substantial Completion is further defined in the Contract Documents.

SURETY – The corporate body which is bound with and for the Contractor and which engages to be responsible for its payment of all debts pertaining to, and for its acceptable performance of, the Work for which it has contracted.

WORK – The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
ARTICLE G-2 REPRESENTATIONS AND WARRANTIES

Execution of the Contract by Contractor is a representation that the Contractor is familiar with the Project site, is familiar with the local conditions under which the Work is to be performed, and that it has correlated personal observations with the requirements of the Contract. Familiarity with the Project site and local conditions includes, without limitation: (1) the condition and layout of the Project site and surrounding locale, including marine and subsurface conditions; (2) available labor supply and costs; (3) available subcontractors and suppliers; (4) the prevailing climate, including the impact on construction operations of rain, and other weather events, based upon averages documented by the National Weather Service; (5) available material and equipment and related costs; and (6) other similar issues. Contractor may not make any claim whatsoever for additional time or money arising from its failure to familiarize itself with the Project site in accordance with the representations set forth in this Article.

Contractor has informed the City, and hereby represents to the City, that it has experience in performing work similar to the Work identified in the Contract, and that it is well acquainted with the components that are properly and customarily included within such a Project and the requirements of applicable Laws including but not limited to building, labor, safety, licensing or environmental Laws and local building codes, building standards, and trade practices affecting the Project. The City agrees to furnish or approve, in a timely manner, information required by the Contractor.

The time limits stated in the Contract are of the essence. By executing the Contract the Contractor confirms and warrants that the Contract Time is a reasonable period of time for performing the Work.

ARTICLE G-3 PROJECT SCHEDULE

The Contractor shall submit to the City at the pre-construction conference, or any other time as requested by the Engineer, three (3) copies of a practicable Project schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor plans starting and completing the major features of the Work, including acquiring materials and equipment.

Project schedules will be suitable scale to indicate appropriately the percentage of the Work scheduled for completion by any given date during the period. The purpose of this Project schedule is to assure adequate planning and execution of the Work and to assist the Engineer appraising the progress of the Work and value of this Work. The Engineer may withhold approval of partial payments until the Contractor submits and obtains approval of the Project schedule.

The Contractor shall update the Project schedule showing actual progress on a monthly basis. If, in the opinion of the Engineer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Engineer, without additional cost to the City.

In this circumstance, the Engineer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction equipment, and to submit for approval any supplementary schedule or schedules in chart form as the Engineer deems necessary to demonstrate how the approved rate of progress will be regained.
Failure of the Contractor to comply with the requirements of the Engineer under this Article shall be grounds for a determination by the Engineer that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Engineer may terminate the Contractor’s right to proceed with the Work, or any separable part of it in accordance with ARTICLE G-48, TERMINATION OF THE CONTRACT.

ARTICLE G-4 PROGRESS CHARTS

In consonance with ARTICLE G-3, PROJECT SCHEDULE, the Contractor shall be guided by the following requirements and procedures as pertain to submission of an initial, and subsequent, periodic construction progress charts. These charts as approved and updated shall provide the basis for determination of the amounts of partial payments.

Blank forms will be furnished to the Contractor as soon after award as practicable for its use in submitting its Contract progress schedules for approval. Three (3) copies of full size and legible monthly updated progress schedules are to be furnished by the Contractor and submitted with all partial payments.

The Contractor shall indicate on the initial progress schedule and subsequent progress charts, the bid items contained in the Contract, showing the amount of the item and its relative weighted percentage of the total Contract. The Contractor shall separate features of work under each item to show salient work elements such as procurement of materials and equipment, and supplemental work elements such as excavation, reinforcing steel, backfill, etc. These salient features shall total to the cost and weighted percentages shown for the major bid item. As directed by the Engineer, other requirements to be shown on the Project schedule will include manpower loading by craft, construction equipment, and subcontracts required to support the work elements.

After the Project schedule has been accepted by the Engineer, this schedule will become the basis for periodic updated progress chart.

Changes to the Contract which are minor in nature shall be listed and scheduled separately in order of their issuance and as reported on the associated request for partial payment. Completion of work on minor changes shall be noted as work progresses.

When major changes are issued in which one or more of the bid items are significantly changed in cost and/or time, the progress schedule shall be revised to incorporate such changes showing revised item completion dates and overall new completion dates, as applicable.

ARTICLE G-5 INTENT AND USE OF THE CONTRACT

5.1 Relationship Between Documents

The Contract comprise the entire Contract between the City and the Contractor concerning the Work. They may be altered only by a modification. The Specifications are accompanied by the Plans which are duplicates of Plans on file with the City Engineering & Capital Improvements Department.

The documents comprising the Contract are complementary; what is called for by one portion is
as binding as if called for by all portions. The table of contents, titles and headings contained in the Contract are solely to facilitate reference to pertinent provisions of the Contract, and shall in no way affect the interpretation of the provisions to which they refer. Further, in the event any particular parts of the Contract are found to be unenforceable, no such event shall affect the enforceability or applicability of any other parts of the Contract.

In the event a conflict between the Plans and the Specifications arises, the Contractor shall notify the Engineer who shall interpret and rule on the true intent.

5.2 References to Other Documents

Reference to standard specifications, manuals or codes of a technical society, organization or association, or to the code of a governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of the Bids unless otherwise specifically stated and shall be as binding as other Project Specifications. However, no provision of a referenced standard specification or manual (whether or not specifically incorporated by reference in the Contract) shall change the duties and responsibilities of the City, or the Contractor or any of their agents or employees from those set forth in the Contract.

When used in the Contract, the following abbreviations have the meaning shown unless stated otherwise:

AASHTO American Association of State Highway and Transportation Officials
ACI American Concrete Institute
AISC American Institute of Steel Construction
AISI American Iron and Steel Institute
ANSI American National Standards Institute
AREA American Railway Engineering Association
ASHRAE American Society of Heating, Refrigerating, & Air Conditioning Engineers
ASTM American Society for Testing and Materials
AWPA American Wood Preserver’s Association
AWS American Welding Society
AWWA American Water Works Association
CISP Cast Iron Soil Pipe Institute
CRSI Concrete Reinforcing Steel Institute
DEP Department of Environmental Protection, State of Florida
DIPRA Ductile Iron Pipe Research Association
DOT or FDOT Department of Transportation, State of Florida
DOT-SSRBC or FDOT-SSRBC Department of Transportation, Standard Specification for Road & Bridge Construction (English Units)
FDEP Florida Department of Environmental Protection
FHWA Federal Highway Administration
FM Factory Mutual
EPA or USEPA United States Environmental Protection Agency
IEEE Institute of Electrical and Electronics Engineers
MUTCD Manual on Uniform Traffic Control Devices
NEC National Electrical Code
NEMA National Electrical Manufacturer’s Association
NFPA National Fire Protection Association
5.3 **Contract Document Ownership**

Neither the Contractor nor a Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire title to or ownership rights in the Plans, Specifications, or other documents (or copies of same) prepared by or through the City and they shall not reuse them in whole or in part, on extensions of this Project or on another project without prior written consent of the City including any specific written verifications or adaptations.

5.4 **Intent of the Plans**

The intent of the Plans is to provide the Contractor with the best practical information regarding the layout and dimensioning of the items of equipment or work required. In as much as it is neither practical nor standard practice to show every detail on the Plans, the Contractor shall be responsible for the functionality of the various pieces of equipment and materials in order to provide a complete and operable system and facility. All such connecting equipment shall be included in the original Contract Price bid. Large scale and full size drawings shall be followed in preference to the smaller scale drawings, and figured dimensions rather than scaled measurements shall be used.

5.5 **Intent of the Specifications**

The intent of the Specifications is to provide the Contractor with the best practical information regarding the quality of materials and work to be performed at the site. Each Contractor shall be responsible for ensuring that the material standards required are met and that the manner of performing all work is of the highest quality.

5.6 **Intent of the Contract**

It is the intent of the Contract to describe a complete Project to be constructed in accordance with the Contract. All work that may reasonably be inferred from the Specifications or Plans as being required to produce a complete and functional result shall be supplied whether or not it is specifically mentioned. When words which have a well-known technical or trade meaning are used to describe the Work, materials or equipment, in all cases those words shall have that meaning.

The apparent silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to be used, and that only materials and workmanship of the best quality shall be used, and interpretation of the Specifications shall be made upon that basis.
Payment for the items quoted in the Bid shall also include all costs of any other work, materials and equipment necessary to make the Work complete with the intent of the Project. Work not specified, but involved in carrying out their intent or in the complete and proper execution of the Work is required, and shall be performed by the Contractor as though it was specifically delineated or described.

5.7 Record Documents

The Contractor shall maintain in a safe place at the site one (1) record copy of all Plans, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarification in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to the Engineer for reference.

5.8 Records Retention

The Contractor shall keep and maintain complete records related to this Contract during the term of the Contract, through the guarantee period identified in ARTICLE G-45, GUARANTEED PERIOD and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. All records shall be kept and maintained in accordance with generally accepted accounting principles.

ARTICLE G-6 OMISSIONS OR ERRORS IN THE CONTRACT

Should anything be omitted from the Contract Plans or Specifications which is necessary to permit a clear understanding of the Work, or should there be any error in any of the various instruments furnished, the Contractor shall not perform the Work and shall immediately notify the City of such omissions or errors. Upon receipt of such notification, the City will respond accordingly.

In the event of the Contractor's failure to follow this procedure, it shall make good any damage to or defect in its work caused hereby. The Contractor will not be allowed to take advantage of any omission or error on the Plans, as full instructions will be furnished by the City regarding the intent of the Contract.

ARTICLE G-7 INTERPRETATIONS

When, during the course of the progress of the Work, a question arises as to the intent of the Contract, the scope of Work to be performed, or the labor or materials to be supplied, such questions shall, prior to the Work being performed, be referred to the Engineer for formal determination. All such referrals must be made prior to the Work being performed. Any Work performed prior to receipt of written instruction shall be considered to have been performed outside the scope of the Contract and performed at no cost to the City.

If, upon the receipt of a question concerning the Work, the Engineer determines that the Work referred to must be performed by the Contractor at no increase in price to the Contract, the City Inspector will issue an interpretation on a form entitled "Field Order", which upon issue, shall be signed by the Contractor acknowledging receipt. In the event the Contractor disagrees with such an interpretation, it must register a protest by Certified Mail with the Engineer within ten (10) days following the date of issuance of the Field Order by the City Inspector. However, the
Contractor shall immediately proceed with the instruction given in the Field Order.

If, upon receipt of a question concerning the Work, the Engineer determines that the Work referred to lies outside the Contractor's scope of Work, the Engineer will not issue a Field Order but rather will initiate the procedures for the execution of a Change Order as specified in ARTICLE G-34, CHANGES IN THE WORK.

Interpretations of the requirements of the Contract may be issued as Field Orders by the Engineer or the City Inspector at any time during the course of the construction. The Contractor, at all times, is required to immediately execute the instructions of all issued Field Orders.

ARTICLE G-8  APPLICABLE LAWS AND REGULATIONS

The Contract shall be governed by the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Contractor and the Work shall comply at all times with all applicable Laws. If the Contractor finds that the Work is or may be in conflict with applicable Laws, the Contractor shall give, prior to performing such Work, the City prompt written notice, specifying each conflict. Upon receipt of such notice, if warranted, the City will eliminate each conflict by issuance of an appropriate Change Order.

Contractor is required to be familiar with the Laws applicable to the Work. If Contractor performs any Work contrary to such Laws, the Contractor shall bear sole liability for all consequences.

ARTICLE G-9  ROYALTIES AND PATENTS

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

If a particular invention, design process, product or device is specified in the Contract for use in the performance of the Work and if to the actual knowledge of the City its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the City in the Contract.

The Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the Indemnified Parties (as hereinafter defined) from and against any and all Claims (as hereinafter defined), including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal, whether or not a lawsuit is filed, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, the infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device.

ARTICLE G-10  ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable Laws, and existing building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, and OSHA's Safety and Health Standards (29 CFR 1926/1910) U. S. Department of Labor, to the extent that such provisions are not in contravention of
applicable Laws and the Accident Prevention Manual, City of St. Petersburg, Florida.

ARTICLE G-11  PUBLIC CONVENIENCE AND SAFETY

11.1  Requirements for the Protection of the Work, Personnel, and Property

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent and mitigate damage, injury or loss resulting from its construction activities to:

A.  All employees on the Work and all other persons who may be affected thereby;

B.  All the Work, and all materials and equipment to be incorporated therein, whether installed, in storage on or off the site under the care, custody or control of the Contractor or any of its Subcontractors or Sub-Subcontractors;

C.  Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give all notices and comply with all applicable Laws bearing on the safety of persons or property of their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities.

No Contractor shall cut away any timber, dig under any foundations or into any walls or other parts, or in any case allow the same to be done without the full knowledge and consent of the City, and shall be held responsible for any damage resulting from any violations of the provisions of this clause. Approved excavation under foundations shall be backfilled concrete by and at the expense of the Contractor requiring such excavation.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the City or anyone directly or indirectly employed by the City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor.

11.2  Public Convenience

The Contractor shall conduct its work so as to interfere as little as possible with private business or public travel. It shall, at its own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life
and property, and it shall be liable for all damages occasioned in any way by its act or neglect or that of its agents or employees. The Contractor is responsible, where necessary, to provide temporary sidewalks for the safe passage of pedestrian traffic. The Contractor shall comply with the State of Florida Manual on Traffic Control and Safe Practices.

The Contractor shall cooperate with the City of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately alert the occupants of nearby premises as to any emergency that the Contractor may create or discover at or near such premises. The Contractor shall then notify the City and the City or operator of the utility facility of the disruption and shall cooperate with the said utility City or operator in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

During all work under this Project, the Contractor, through the use of water or other City-approved means, shall institute a continuous dust abatement program to the extent that reasonable precaution shall be taken by the Contractor to prevent the emission of fugitive particulate matter into the atmosphere. Access to private property is to be maintained at all times. It is the Contractor’s responsibility to develop construction schedules and methods to assure compliance with this requirement.

ARTICLE G-12 NOISE ABATEMENT

The Contractor shall comply with applicable Laws related to noise, including the City’s noise ordinance.

ARTICLE G-13 WORK DAYS

Except for special operations that may be necessary to maintain, check, and protect work already performed, all work shall normally be discontinued on Saturdays, Sundays, and City-designated holidays. Should the Engineer approve the Contractor’s performing work on Saturdays, Sundays, or City-designated holidays, and such work, in the Engineer’s opinion, requires City inspection, the Contractor shall pay the City the amount of Four Hundred Dollars ($400.00) per eight (8) hour day or fraction thereof for each City inspector so assigned. Should it be desired to perform regular and continuous night work, the lighting, safety and other facilities which are necessary for performing such work at night must be provided by the Contractor, at its own cost and expense.

ARTICLE G-14 NO WAIVER OF RIGHTS

No inspection, orders, measurements, or certificates made by the Engineer, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the City, shall operate as a waiver of the conditions of this Contract, or of any right to damages herein provided for. No waiver of one breach of the Contract shall be construed as a waiver of another breach.
Should an error be discovered in the partial or final estimates, or conclusive proofs of defective work or materials used by the Contractor be discovered after the Final Payment has been made, the City reserves the right to claim and remove by process of law such sums as may be sufficient to correct the error or make good the defect in the Work and materials.

ARTICLE G-15   SEPARATE CONTRACTS

The City reserves the right to let other contractors do other work in connection with the Work. The Contractor shall afford such other Contractors or the City reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly coordinate its work with theirs.

ARTICLE G-16   COORDINATION OF THE WORK

It shall be the responsibility of the Contractor to set the pace of the Work and coordinate the Work of any and all other contractors, Subcontractors, and private utilities working at the site. The cost associated with those efforts shall be incorporated into the various bid prices for the Contractor’s work.

This coordination shall include sufficient notifications of each of the other Contractors when they must be at the site to initiate portions of their work. These notifications should be logged by the Contractor in a construction log book.

Each contractor shall afford other contractors, Subcontractors and private and public utility companies reasonable opportunity for the introduction or storage of their materials and the execution of their work. Any contractor failing to do so shall be responsible for all damages or other costs associated with delays in work precipitated by such failure. If the City is performing work with the City employees, the Contractor shall provide reasonable opportunity to the City for the introduction and storage of materials and equipment and the execution of work. The Contractor shall properly connect and coordinate its work with the work of all other forces at the site.

If any part of a contractor’s work is preceded by the work of the City, utility companies or any other Contractor, it shall, prior to the initiation of its work, inspect such other work and report to the Engineer any defects which render it unsuitable as related to its work. Failure by any Contractor to make such inspection shall constitute its acceptance of the other work as fit and proper for the reception of its work; except as to hidden defects or defects which may develop in the other work at a later date.

The Contractor shall do all cutting, fitting, and patching of its work that may be required to properly integrate it with work performed by other forces. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering such work, and shall only cut or alter such work with the consent of the entity whose work will be affected.

ARTICLE G-17   CONFERENCES AND CORRESPONDENCE

17.1 Pre-construction Conference

As soon as practical after the execution of the Contract occurs, a pre-construction conference will be scheduled to receive the Contractor’s proposed construction schedule; to verify or clarify
procedures for handling Shop Drawings and other submittals, to explain the procedure for processing Contractor's pay estimate forms; and to establish a general understanding among all persons who will be engaged in the construction activities. This conference shall be attended by responsible individuals, representing the City, the Contractor and the Contractor's Subcontractors. The City will designate the time, date and place for this conference.

17.2 Correspondence to the Contractor

The business address given at the pre-construction conference shall be designated as the place where all notices, letters, and other communication shall be served, mailed to or delivered.

17.3 Correspondence to the City

The business address for correspondence to the City after the Notice to Proceed shall be determined at the pre-construction conference. Correspondence prior to the Notice to Proceed shall be mailed or delivered to the business addresses given in the Notice to Bidders.

ARTICLE G-18 CONSTRUCTION MEANS AND METHODS

Unless otherwise expressly provided in the Contract, the means, methods, techniques, sequences and procedures of construction shall be as such as the Contractor may choose; subject, however, to the City's right to reject means and methods proposed by the Contractor which will not produce the finished Work in accordance with the terms of the Contract or does not meet the highest standards of workmanship of the industry. The City may also direct means or methods more stringent than those proposed by the Contractor in the interest of alleviating hazards of the Work to persons or to property.

The approval or lack of approval by the City of the Contractor's means or methods of construction or the City's failure to exercise the right to reject such means and methods, shall not relieve the Contractor of its obligation to accomplish the result intended by the Contract; nor shall the exercise of, or failure to exercise such right to reject, create a cause of action for damages.

The Contractor shall be responsible to the City for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.

ARTICLE G-19 CONTRACTOR'S OBLIGATION TO PERFORM

The Contractor's obligation to perform and complete the Work in accordance with the Contract shall be absolute. No payment, act or statement by the City or by an employee or agent of the City for the duration of the Contract shall constitute an acceptance of work not in accordance with the Contract, nor shall it constitute a release of the Contractor's obligation to perform the Work in accordance with the Contract.

The Contractor agrees that work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion within the time specified. It is expressly understood and agreed by and between the Contractor and the City that based upon the Contract Price, the time for the completion of the Work is a reasonable time for the completion of the same.
Should the Contractor cause damage to any other contractor on the Work, the Contractor agrees, upon due notice, to attempt to settle or otherwise resolve the claim with such Contractor. If such other contractor sues the City on account of any damage alleged to have been so sustained, the City shall notify the Contractor, who shall defend such proceedings at its own expense, and if any judgment against the City arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the City.

ARTICLE G-20 RESPONSIBILITY OF THE CITY

20.1 Contractual Representative

The office of the Engineer and its designees will be the City's sole representative during construction. In the event that the City has hired an engineering or architectural firm to provide construction-related services for this Project, the City will designate a representative during construction at the pre-construction conference.

20.2 Issuance of Change Orders and Field Orders

Through the issuance of Field Orders and punch lists, the Engineer shall be the final City interpreter of the requirements of the Contract and the judge of the adequacy of the Work performed. The office of the Engineer will furnish, with reasonable promptness, such clarification, explanations or interpretations (Field Orders) of the Contract as are deemed necessary, which shall be consistent with the expressed or obvious intent of the Contract.

The office of the Engineer shall be the final judge as to the need for, the existence of, and the reasonableness of prices for extra work and deducted work.

No Field Orders or Change Orders can be issued by consultants hired by the City to provide construction-related services. These two forms can only be issued and/or executed by the authorized employees of the City.

20.3 Preparation of Additional Drawings

The City shall, if deemed necessary, furnish the Contractor further drawings as may be necessary to detail and illustrate the Work to be performed and the Contractor shall immediately conform its work to said drawings and said drawings shall become part of the Contract. Such drawings may also be issued as supplementary documents to either Field Orders or Change Orders.

ARTICLE G-21 CITY’S RIGHT TO DO WORK

The City reserves the right to furnish, at any time, materials and labor and to execute work, in addition to the Work of the Contractor, as the City may desire. Further, the City reserves the right to furnish, at any time, such materials and labor, and to execute, with City forces, Work covered by this Contract at which time a Change Order deducting the Work may be prepared and properly executed.

ARTICLE G-22 CITY’S RIGHT TO STOP OR SUSPEND WORK

The City shall have the right to stop or suspend the whole or any part of the Work to be
performed, when, in the opinion of the Engineer, the Contractor is not performing the Work in accordance with the provisions of the Contract. However, this right of the City to stop the Work will not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

If it becomes apparent to the City that the Work should be suspended due to weather conditions, the City shall have the right to suspend the Work in order to protect the integrity of the Work items being suspended. In the event this occurs, the City will issue a notice of suspension to the Contractor stating the reasons for the suspension and the date on which the Work shall be resumed. The Contractor shall resume the Work on the date so fixed and shall be granted an increase in the Contract Time equal to the number of days of the suspension.

ARTICLE G-23 MATERIAL AND EQUIPMENT DELIVERY

Shipments of material to be used by the Contractor in the Work shall be scheduled for delivery to the work site only during the regular working hours of the Contractor unless the Engineer approves delivery outside of the regular working hours of the Contractor. If a delivery must be made during other than the normal working hours of the Contractor, its authorized agent shall be on duty to receive such material. No employees or agent of the City shall be authorized or requested to receive shipments designated for the Contractor.

ARTICLE G-24 STORAGE OF MATERIALS

24.1 Proper Storage

All materials and equipment incorporated in the Work shall at all times subsequent to shipment from the production or warehouse facilities of suppliers, and prior to their installation in final locations designated, be stored in clean, dry storage facilities acceptable to the City. Adequate storage facilities shall be maintained by the Contractor for the duration of the Project. The Contractor shall bear sole responsibility for the security of all storage facilities, and shall provide ready access to the City during all periods that construction activities are in progress, as well as at other reasonable times. Materials that are improperly stored may be rejected by the City without testing. Materials shall be placed so that inspection may be made promptly.

24.2 Use of Premises

The Contractor shall confine its equipment, apparatus, the storage of materials, and the operation of its workers to the limits indicated by applicable Laws and the direction of the Engineer. The Contractor shall not unreasonably encumber the premises. The Contractor shall diligently guard and protect all work and materials.

24.3 Use of Chemicals

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.
ARTICLE G-25 QUALITY OF MATERIALS AND WORKMANSHIP

All materials and equipment furnished under this Contract shall be as specified or required and of a domestic origin or manufacture (unless otherwise specified). In the absence of a particular specification, materials and equipment shall be the best of their respective kinds, of a model or type currently being manufactured, of new stock, unused and not deteriorated. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All Work contemplated and described shall be done in a good, substantial and workmanlike manner and shall be of the best quality.

ARTICLE G-26 SANITARY FACILITIES FOR CONSTRUCTION PERSONNEL

Temporary sanitary conveniences for use by all persons employed on the Work shall be supplied and maintained by the Contractor during the period of construction, at Contractor's expense, in sufficient number, and in such places as required by the County Public Health Unit and shall be approved by the City. All persons connected with the Work shall be obliged to use them, and any employees found violating these provisions shall be discharged from performing Work pursuant to the Contract unless otherwise agreed to in writing by the City. All necessary precautions including the care of employees, shall at all times be satisfactory to the City.

ARTICLE G-27 SUBCONTRACTORS

27.1 Division of the Work for Contractors

Neither the divisions and sections of the Technical Specifications, nor the Bid, nor the organization and designations of the Plans shall control the Contractor in dividing the Work among Subcontractors, or delineating the Work to be performed by a specific trade.

27.2 Contractor’s Responsibility for Subcontractors

Contractors shall be fully responsible for all acts and omissions of their Subcontractors, and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. The Contractor is responsible for payment to Subcontractors pursuant to those terms and conditions of their respective agreements. When notified by the City in writing of an alleged payment deficiency of a Subcontractor, the Contractor shall respond in writing within seven (7) calendar days, with concurrence of non-payment to a Subcontractor, or the reason(s) why payment has not been rendered.

27.3 City’s Responsibility to Subcontractors and Material Suppliers

The City may furnish, at the City’s discretion, upon written request from any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account for specific work performed. The City may also furnish, upon request, a copy of the Contractor’s Public Construction Bond or alternate form of security.

When placed on notice, by a Subcontractor, of a Contractor's failure to pay the Subcontractor
for work performed and paid for by the City, the City shall give notice to the Contractor and the Surety, requesting a written explanation to include amounts paid to date.

27.4 Agreement with Subcontractors

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract, assumes toward the City. Each subcontract agreement shall preserve and protect the rights of the City under the Contract with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract, has against the City. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract. Contractor shall require that Subcontractors similarly make copies of applicable portions of such subcontract documents available to their respective proposed sub-subcontractors.

27.5 Small Business Enterprise Program

Unless otherwise prohibited, Contractor agrees to be subject to the provisions of St. Petersburg City Code Sections 2-269 through 2-275, as may be amended from time to time, which is hereby incorporated into the Contract and made a part hereof by this reference.

ARTICLE G-28 CONTRACTOR'S EMPLOYEES

The Contractor shall employ a qualified resident Superintendent and only competent and skillful personnel to do the Work. In the event the City notifies the Contractor in writing that any person employed to perform work at the site is, in the opinion of the City, disobedient, intemperate, incompetent, disorderly or otherwise unsatisfactory, the Contractor, on receiving such notice, shall immediately dismiss such person and shall not again employ that person on any part of the Work without the written consent of the City.

ARTICLE G-29 CONTRACTOR TO BE REPRESENTED

29.1 Office Supervision

The Contractor shall devote the office attention necessary to ensure the timely submission of schedules, progress estimates, Shop Drawings and samples of materials.

The Contractor shall devote the office attention necessary to ensure that materials are ordered with sufficient lead time to have them available at the site when needed to ensure that the Work progresses according to the progress schedule and in accordance with the Contract.

The Contractor shall further devote the office attention necessary to the Work to ensure that
sufficient and properly skilled manpower is available and utilized at the site continuously to ensure that the Work progresses according to the progress schedule and in accordance with the Contract.

29.2 Field Supervision

The Contractor shall designate and keep on site at all times during the Work, a competent resident Superintendent, employed by the Contractor. Such designation shall be made at the pre-construction conference and shall include pertinent date as to address, phone numbers, etc. where said Superintendent may be contacted at any time of the day or night.

The Superintendent shall not be replaced without written notice and approval by the City except under extraordinary circumstances. Upon approval by the City of such change, all pertinent data (as stated previously in this section) shall be given by the Contractor to the City regarding the replacement.

The Superintendent will be the Contractor's representative at the site and shall have the authority to act on behalf of the Contractor. All communications given to the Superintendent shall be as binding as if given to the Contractor.

ARTICLE G-30 TESTS AND INSPECTIONS

30.1 Tests of Materials

The Contractor shall give the City timely notice of readiness of the Work for all inspections, tests, concurrence and acceptance for which the City's presence is mandated by the Contract.

If any Work required to be tested or inspected, is covered contrary to the written directive of the Engineer, it shall, if requested by the City, be uncovered for observation and recovered at the Contractor's expense.

If any applicable Laws require Work (or some part) to specifically be inspected, tested or approved, the Contractor shall have sole responsibility to ensure such inspection is performed by approved organizations and pay all costs for inspection.

In the event that the results of a test observed by the City indicates that the materials, equipment and/or workmanship, failed to demonstrate adequacy or reasonable expectation of the necessary function, the Contractor at its expense shall immediately undertake corrective action.

Upon completion of corrective action, the Contractor shall re-test in the presence of the City. This procedure shall be repeated as often as necessary, until all facilities constructed under this Contract have successfully demonstrated their ability to perform the functions for which they were designed and installed.

The Contractor shall furnish without cost to the City, manufacturers' certificates of conformity of materials to the Specifications as may be required by the Engineer.

The City may, at random, select samples of materials from the job in order to have same tested by a laboratory selected by the City, at the City's expense. If samples selected by the City do not conform to the Specifications, the entire lot from which the samples were taken will be
rejected. All samples will be collected by the Engineer or its representative and shall be furnished by the Contractor without cost to the City. The City will be responsible for the cost of making all such tests, at no charge to the Contractor. All re-test of materials, including density tests and bacteriological tests, will be at the expense of the Contractor.

30.2 Inspections

Neither observations, nor tests, nor inspections by authorities so empowered, or approvals by the City or others so empowered, shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract.

30.3 Defective Work

When ordered by the Engineer, the Contractor shall promptly, either correct all defective work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City, remove it from the site and replace it with non-defective work.

If the Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work as required by the City, or if the Contractor fails to perform the Work in accordance with the Contract, or if the Contractor fails to comply with any other provision of the Contract, the City may correct and remedy any such deficiency. The Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

The expense so charged will be deducted and paid out of such moneys as are or may become due under this Contract; or, if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor. If the Contractor refuses or neglects to provide the necessary moneys, they shall be provided by its Surety. In exercising the rights and remedies under this Article the City shall proceed expeditiously.

To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere.

The Contractor shall allow the City, the City's representatives, agents and employees such access to the site as may be necessary to enable them to exercise the rights and remedies under this Article. All direct, indirect and consequential costs of the City exercising such rights and remedies will be charged against the Contractor in an amount approved as to reasonableness by the Engineer, and a Change Order will be issued incorporating the necessary revisions to the Contract with respect to the Work. The City shall be entitled to an appropriate decrease in the Contract Price and if parties are unable to agree as to the amount thereof, the City may make a claim. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's rights and remedies hereunder.
ARTICLE G-31 UNCOVERING OF WORK

31.1 Uncovering Work Requiring Prior Inspection

If any portion of the Work should be covered contrary to the prior request of the City or to requirements specifically expressed in the Contract, it must, if required in writing by the City, be uncovered for observation and shall be replaced at the Contractor's expense.

31.2 Uncovering Work Not Requiring Prior Inspection

If any portion of the Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work is found not to be in accordance with the Contract, the Contractor shall pay such costs unless it can be proven to the City that this condition was caused by the City or a separate contractor in which event the City or the separate contractor shall be responsible for the payment of such costs.

ARTICLE G-32 UNFORESEEN SUBSURFACE CONDITIONS

Requests by the Contractor for additional compensation relating to unforeseen subsurface conditions shall be limited to those differing materially from the Contract and other reports, information and data made available to the Contractor by the City or which can be judged as being reasonably unforeseeable by the Contractor. However, the Contractor shall notify the City within 24 hours upon encountering any unforeseen subsurface conditions and shall have the written approval of the City prior to the execution of any such work.

ARTICLE G-33 SUBSTITUTIONS DURING CONSTRUCTION

Subsequent to the signing of the Contract and by reason of conditions of availability, time of delivery or other element of supply, the Contractor may offer substitutions for the standards stipulated in the Contract. The decision to accept any such offer of substitution shall however lie solely with the City who will not only consider availability and time of delivery, but will also consider the aesthetic value of the proposed substitution, general differences in the knowledge of the product, the quality, efficiency, history of performance, operating costs, and also any architectural, engineering, inspection, testing or administrative expenses. Any adjustments in Contract Price and/or Contract Time shall be executed by appropriate Change Order. It shall be the intent herein that savings in cost which result from substitution subsequent to the signing of the Contract shall accrue in major part to the advantage of the City.

ARTICLE G-34 CHANGES IN THE WORK

34.1 City's Right to Request Change Orders

The City may, without invalidating the Contract, order the Contractor to perform changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Price and the Contract Time being adjusted accordingly. All such changes in the Work must be authorized by a Change Order and shall be performed under the applicable conditions of the Contract. A Change Order may also be issued by the City for a
change in Contract Price or for the substitution of items of work at no net change to the Contract Price. In such an event, the Change Order shall contain the values of the Work items being substituted. Notwithstanding the foregoing, an increase in the Contract Price requires an amendment to the Agreement executed by Contractor and the City.

34.2 Recognition of Extra Work

Claims for extra compensation by the Contractor shall not be recognized and shall not be valid unless the Contractor has in its possession prior to the Work being performed, a properly executed Change Order or written Notice to Proceed with extra work. In the event the Contractor fails to obtain a written Notice to Proceed prior to the said work being performed, the City will not be obliged to receive after-the-fact requests from Contractors for extra compensation and the said work shall be considered to have been performed within the scope of the Contract and performed at no cost to the City. Notwithstanding the foregoing, an increase in the Contract Price requires an amendment to the Agreement executed by Contractor and the City.

34.3 Determining Change Order Prices

The following methods shall be used to determine the price of Change Order items:

A. If the Change Order involves a less than 25% change in quantities of unit price items listed on the original Bid, the prices for deductions or extra work involving these items must be at the unit price quoted by the Contractor on its original Bid;

B. If the Change Order involves a greater than 25% change in quantities of unit price items found on the original Bid and the quantities are so changed in a proposed Change Order that the application of the originally bid prices will cause substantial inequity to the City or to the Contractor, the applicable unit prices may be equitably adjusted. Any such adjustments must however, be made prior to the Work being performed;

C. If the Change Order involves items not listed on the original Bid, the Contractor must present the City with price quotes for the proposed Change Order items, on the basis of the cost of the Work plus a fee for overhead and profit. These quotes may be requested by the City either in terms of unit prices or as lump sum prices. The City retains the right to request and negotiate itemized pricing details for labor, mark-ups and fees as required to reach an agreement.

34.4 Disputes Regarding Change Order Prices

In the event that no agreement as to price can be arranged between the City and the Contractor for either extra work or for work to be deleted, the Engineer may, utilizing recognized cost data guidelines as a basis, determine and set a fair price for the Work and materials at issue. The Engineer's decision shall be final and binding upon all parties so concerned. If a Contractor does not agree with the determination of the Engineer, the Contractor shall immediately proceed with the Work, but may do so under written protest. In the event this occurs, the provisions of ARTICLE G-47, CLAIMS AND DISPUTES apply.

34.5 Contractor's Right to Request Change Orders

If the Contractor wishes to make a claim for an increase in the Contract Price due to events
outside its control, it shall give the City written notice thereof within five (5) calendar days of the event giving rise to the Contractor's claim. No such claim shall be valid unless so made. Any change in the Contract Price resulting from such claim shall only be authorized by a properly executed Change Order.

If the Contractor elects to initiate a request for a Change Order, it is cautioned that no work relating to the request may be performed prior to issuance of a written Notice to Proceed. No oral communications, whether offered directly as confirmation of previous discussions or as hearsay will be acceptable with the exception of emergency work as outlined in Section 34.7 below.

34.6 Monetary Compensation for Delays

Requests for additional monetary compensation due to delays by the City, other Contractors working at the site, private utility companies, and unforeseen conditions, will not be considered by the City, including extended or unabsorbed home office overhead, adverse business or operational impacts, or field-related overhead not included in the lump sum or unit prices bid.

34.7 Unauthorized Work/Emergency Work

Additional work performed without a properly executed Change Order or written Notice to Proceed will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of clear and present emergency where the work must be performed immediately. However, in the case of a present emergency, the Contractor shall obtain approval from the Engineer prior to executing the Work.

34.8 Preparation of Change Orders

The Engineer is authorized to approve Change Orders for the City. If the exact scope of work for the proposed Change Order can be delineated and all prices are agreed to between the Contractor and the City, the scope and price are both to be entered on the Change Order form. When so completed and signed by both parties, the signed Change Order gives the Contractor immediate approval to proceed with the proposed work items.

If the scope of the proposed work can be delineated but the price cannot be agreed immediately, a Notice to Proceed may be issued by the Engineer describing the proposed work items and requesting a written proposal from the Contractor. In this case, the Contractor may proceed with the Work until the requested proposal is received by the City from the Contractor and is approved by the City through the issuance of a Change Order authorizing the Contractor to proceed with the Work.

If a Change Order involves an increase or decrease in the Contract Time, the Change Order may also be utilized to grant changes in the Contract Time and completion date if it can be shown that the critical path of construction has been altered by the Work covered by the Change Order.

34.9 Changes in Contract Time

The Contract Time may only be extended by a Change Order. The Contractor shall notify the Engineer in writing of any request for a time extension within five (5) calendar days of each
occurrence. An increase in the Contract Time of performance may be granted by the City if the Contractor demonstrates to the satisfaction of the Engineer that:

A. The delayed activity is critical relative to the Contract completion date;
B. A delay in the Contract completion is unavoidable by the Contractor.

In general, if the above conditions are met, additional time may be granted for the following reasons:

A. Extremely abnormal and excessive inclement weather as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date;
B. Labor disputes or strikes not the fault of the Contractor;
C. Change in scope of the Contract.

The determination made by the Engineer on an application for an extension of time shall be binding and conclusive on the Contractor.

Delays caused by failure of the Contractor or its material men, manufacturers, and dealers to submit or furnish approved Shop Drawings, materials, fixtures, equipment, appliances, or other material or required submittals on time or failure of Subcontractors to perform their work shall not constitute a basis for extension of time. Delays caused by the Contractor's failure to manage, coordinate, or organize the Work, or evaluate the site conditions shall not constitute a basis for extension of time.

ARTICLE G-35  SHOP DRAWINGS AND SUBMITTALS

35.1 Shop Drawings – General

The Contractor shall submit a list to the City showing manufacturers and equipment suppliers it proposes to use.

Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Manufacturer's catalogs, pamphlets, descriptive literature, and performance and test data, may be considered only as supportive to required Shop Drawings as defined above.

Shop Drawings shall be checked and coordinated with the Work of all trades involved before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Shop Drawings submitted without this stamp of approval shall be returned to the Contractor for resubmission.

Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

A. Number and title of the drawing;
B. Date of drawing or revision;
C. City Project name and Project number;
D. Name of Contractor and Subcontractor submitting drawing;
E. Clear identification of contents and location of the Work;
F. Specification section title and number;
G. Shop Drawing submittal number.

If Shop Drawings show variations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in its letter of transmittal. If acceptable, proper adjustment in the Contract Price may be implemented where appropriate. If the Contractor fails to describe such variations, it shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such Shop Drawings have been reviewed.

Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data. Where data on materials and equipment show various classes, sizes or options, the Contractor shall clearly indicate what is being furnished.

For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

Each data submittal on materials and equipment shall have a cover page with a blank area 3-1/2 inches by 3-1/2 inches. The cover page shall display the following:

A. Number and title of the data submittal;
B. Date;
C. City Project name and Project number;
D. Name of Contractor and Contractor's approval stamp;
E. Specification section title and number;
F. Data submittal number.

Only the Engineer will utilize the color “red” in marking submittals.

35.2 Requirements

The Contractor shall submit to the Engineer for review and approval, such Shop Drawings, test reports and data on materials and equipment (hereinafter in this Article called Data), and material samples (hereinafter in this Article called Samples) as are required for the proper control of work, including but not limited to, those working drawings, Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and on the Plans.

Within thirty (30) calendar days after the Effective Date, the Contractor shall submit to the
Engineer a complete list of preliminary items for which Shop Drawings. Data and Samples are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way, expressed or implied, relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract. This procedure shall precede submittal review of Shop Drawings, Data and Samples.

Shop drawings, Data and Samples (hereinafter in this Article called Submittals) shall be transmitted by a letter of transmittal. The letter of transmittal shall list the following information for each Submittal:

A. City Project name and number;
B. Number and title of Submittal(s);
C. Name of manufacturer or fabricator;
D. Submittal number as described below;
E. Statement if Submittal deviates from the requirements of the Plans or Specifications.

Sequential page numbers shall be provided on Submittal pages, relating each page to the submitted number, as follows:

A. The first page of the first item of the first transmittal shall carry the number 1.1-1. The prefix number 1 indicates an item covered in the first letter of transmittal. The suffix .1 (decimal one) indicates the first item in the list, and the -1 (dash one) indicates the first page of the Submittal covering item number one,

B. Each particular separate item in the first transmittal package (for example, pipe, valves, fittings) should receive an individual Submittal number (1.1, 1.2, 1.3, etc.). If the first item is shown on four different pages, they should be numbered as follows: 1.1-1, 1.1-2, 1.1-3, and 1.1-4, and

C. The first page of the first item submitted with the second Letter of Transmittal should carry the number 2.1-1.

Re-submittals should be indicated by following the above method with the inclusion of “R” and a sequential re-submittal number, for example 1.1R1, and 1.1R2 indicating the first and second re-submittal; the first page being 1.1R1-1, or 1.1R2-1, etc.

The Contractor shall maintain an accurate updated Submittal log and shall submit it with monthly pay requests. This log shall include the following items:

A. Submittal description and number assigned;
B. Date to Engineer;
C. Date received by Contractor;
D. Status of Submittal (approved/resubmit/rejected);
E. Date of re-submittal and return (as applicable);
F. Date material released (for fabrication), as applicable;

G. Projected date of delivery to site;

H. Status of O & M Manuals submittal.

The Contractor shall designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Submittals will be needed.

35.3 Contractor's Responsibility

Submittals shall indicate any deviations from requirements of the Contract. Failure of the Contractor to indicate such deviations shall make Contractor liable for not complying with Plans and Specifications.

Prior to preparation of Submittals, the Contractor shall determine and verify:

A. Field measurements;

B. Field construction criteria;

C. Catalog numbers and similar information;

D. Conformity with the Plans and Specifications.

The Contractor shall furnish the Engineer, if required, a schedule fixing the respective dates for the submission of Submittals, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

The Contractor shall not begin any of the Work covered by a Submittal returned for correction until a revision or correction thereof has been reviewed and returned to it approved, by the Engineer.

The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the Work prior to the completion of the review by the Engineer of the necessary Submittals.

The Contractor shall submit to the Engineer all Submittals and schedules sufficiently in advance of construction requirements to provide no less than fourteen (14) calendar days for checking and appropriate action from the time the Engineer receives them.

The Contractor shall furnish Submittals complete with transmittal, and descriptive or product data in a Portable Document Format (PDF) electronic file(s). Each PDF file shall contain a single submittal or group of related Submittals. The Contractor shall furnish Submittals with appropriate comments, mark-ups, and notations in any single color other than red. The Engineer will review the Submittal and return to the Contractor the same PDF file with the Engineer's stamp and appropriate review comments, mark-ups, and notations in the color red.

When each Submittal has been completed to the satisfaction of the Engineer and received by the Contractor, the Contractor shall print in color and furnish two (2) complete sets of each Submittal to the Engineer.
35.4 Engineer’s Review of Submittals

The Engineer’s review of Submittals by the Contractor will cover only general conformity to the Specifications, and physical condition which affect the installation.

The review and approval of Submittals and schedules will be general, and shall not be construed:

A. As permitting any departure from the Contract requirements;

B. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;

C. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

If the Submittals describe variations, and show a departure from the Contract requirements which the Engineer finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or Contract Time, the Engineer may return the reviewed Submittals without noting an exception.

When reviewed by the Engineer, each of the Submittals will be identified as having received such review being so stamped and dated. Submittals noted “Not Acceptable” or “Revise and Resubmit” and with required corrections shown will be returned to the Contractor for the necessary revisions and re-submit.

No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered “rejected” until resubmitted.

Re-submit will be handled in the same manner as first submittal. On re-submit, the Contractor shall direct specific attention, in writing or on resubmitted Submittal, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make corrections required by the Engineer.

If the Contractor considers any correction indicated on the Submittals to constitute a change to the Plans or Specifications, the Contractor shall give written notice thereof to the Engineer.

The Engineer will review a submittal/re-submit a maximum of two (2) times after which the cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer’s charges to the City under the terms of the Design Professional agreement with the City, and also all of the City’s costs.

When the Submittals have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

ARTICLE G-36 CHANGES IN SHIPPED MATERIAL

36.1 Materials Requiring Submittal Approval Prior to Shipment

If, after the execution of the Contract, the City initiates a Change Order eliminating material or
equipment for which approval has been given under Shop Drawing procedures, the Contractor may claim invoiced costs of that material or equipment if:

A. Materials and equipment have been ordered and are in transit or are stored at the Project site or other authorized place and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim may not exceed the cost bid for “materials” on the Contractor’s Bid for that item;

B. If the item can be restocked, the Contractor may claim reasonable costs for freight, storage, and restocking, but may not claim labor costs.

In the event such an event occurs involving materials and/or equipment in transit or in storage at the Contractor’s risk (i.e. Shop Drawing submittal approval was not obtained by the Contractor through the complete and successful Shop Drawings and/or sample submittal procedures where required by the Contract), the City will have the option to pay for such materials and/or equipment, thereby taking ownership, or of rejecting the claim. If the City rejects the Contractor’s claim, the Contractor shall be fully and solely liable for costs and final disposition of the materials and/or equipment involved.

36.2 Materials Not Requiring Submittal Approval Prior to Shipment

If, after the execution of the Contract, the City initiates a Change Order eliminating material or equipment for which Shop Drawing submittal and approval are not required by the City, the Contractor may claim invoiced costs of that material or equipment if:

A. Materials and equipment have been ordered and are in transit or are stored at the project site and cannot be returned to the supplier for restocking. The Contractor may also claim invoiced charges for freight and storage. The total claim cannot exceed the cost bid for material on the Contractor’s Bid for that item. Materials or equipment paid for in this way shall become the property of the City;

B. If the item can be restocked, the Contractor may claim reasonable costs for freight storage and restocking, but may not claim labor costs.

ARTICLE G-37 WORK IN INCLEMENT WEATHER

No work shall be done when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor, upon the direction of the Engineer, shall suspend all work indefinitely. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor at no cost to the City.

The Engineer shall have the authority to suspend work wholly or in part, for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other similar conditions considered unfavorable for the suitable prosecution of the Work, or for such time as is necessary due to the failure on the part of the Contractor to perform any or all provisions of the Contract. If it should become necessary to suspend the Work for an indefinite period, the Contractor shall, at its own cost, take every precaution to prevent damage or deterioration of the Work performed and provide suitable temporary structures where necessary.
ARTICLE G-38 QUANTITIES OF WORK

38.1 Unit Price Items

For unit price items, the quantities listed on the Bid form are to be considered as approximate and are to be used for the comparison of Bids only. Even though the unit prices tendered by the Contractor are tendered for the scheduled quantities, the scheduled quantities of work to be performed and materials to be furnished may each be increased or diminished as provided herein without in any way invalidating the unit bid prices for those items.

Payments for unit price items will be made to the Contractor only for actual quantities of Work performed or materials furnished in accordance with the Plans and Specifications except that the Contractor may not exceed the unit quantities shown on the Bid without prior approval of the City. Even if it is determined by the Contractor that additional unit priced quantities (above and beyond the Bid form quantity) are required to meet Plan dimensions, the Contractor shall not exceed the Bid quantities without prior approval of the City. Quantities above and beyond the Bid quantity placed without prior approval of the City will not be paid by the City.

38.2 Lump Sum Items

For lump sum payment items, payment shall not exceed the amount bid by the Contractor on its Bid. The Work, materials and equipment to be included in the lump sum bid price shall include all items necessary to produce a complete and properly functioning system, as intended. This shall include all connections, controls, wiring, supply lines, drain lines, etc., required to render the lump sum bid item functional as intended and able to pass all applicable codes, tests, and required inspections.

Partial payments to the Contractor for Work performed under lump sum items shall be based upon a schedule of values prepared by the Contractor and submitted within thirty (30) calendar days after issuance of the Notice to Proceed and approved by the City which shall apportion the lump sum price to the major components entering into or forming a part of the Work under the lump sum price.

ARTICLE G-39 AS-BUILT DRAWINGS

The Contractor shall keep and maintain one set of redline prints, As-Built Drawings, in good order and legible condition to be continuously marked-up at the job site. The Contractor shall mark and annotate neatly and clearly all Project conditions, locations, configurations and any other changes or deviations which may vary from the details represented on the original Contract Plans, including revisions made necessary by Addenda, Shop Drawings and Change Orders during the construction process. The Contractor shall record the horizontal and vertical locations, in the plan and profile, of all buried utilities that differ from the locations indicated or which were not indicated on the Contract Plans, and buried (or concealed) construction and utility features which are revealed during the construction period.

The As-Built Drawings shall be available for inspection by the Engineer at all times during the progress of the Project.

The As-Built Drawings shall be reviewed by the City Inspector for accuracy and compliance with the requirements of "As-Built Drawings" prior to submittal of the monthly pay requests. The pay
requests shall be rejected if the marked-up redline prints do not conform to the “As-Built Drawings” requirements. As-Built Drawings shall be submitted to the City Inspector for approval upon completion of the Project and prior to acceptance of the final pay request.

The final As-Built Drawings shall comply with requirements set forth in the Florida Administrative Code, Chapter 5J-17.

Project control points shall be shown on the drawings and noted in the following tabular format:

<table>
<thead>
<tr>
<th>Point Number</th>
<th>Northing</th>
<th>Easting</th>
<th>Elevation</th>
<th>Description</th>
<th>Location Reference</th>
</tr>
</thead>
</table>

The basis of the horizontal and vertical control points and the respective datums shall also be referenced.

The final As-Built Drawings shall electronically update the original As-Bid Drawing in AutoCAD. All As-Built changes shall be made on a new layer as directed below. All As-Built Drawings shall be submitted as both DWG (AutoCAD Civil 3D 2017 or higher version) and PDF format. The PDF set must reproduce the original As-Bid sheets with a title block and appropriate record drawing information.

<table>
<thead>
<tr>
<th>Layer Name</th>
<th>Layer Description</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB-SAN</td>
<td>All Sanitary As-Built Pipes, Structures and Text</td>
<td>Green</td>
</tr>
<tr>
<td>AB-STRM</td>
<td>All Stormwater As-Built Pipes, Structures and Text</td>
<td>Magenta</td>
</tr>
<tr>
<td>AB-WTR</td>
<td>All Water As-Built Pipes, Structures and Text</td>
<td>Blue</td>
</tr>
<tr>
<td>AB-REC</td>
<td>All Reclaimed As-Built Pipes, Structures and Text</td>
<td>Purple</td>
</tr>
<tr>
<td>AB</td>
<td>Any Additional As-Built Changes Required</td>
<td>Red</td>
</tr>
</tbody>
</table>

Prior to placing new potable water mains in service, the Contractor shall provide the Engineer intersection drawings, as specified, for the water mains.

The City’s acceptance of the “As-Built Drawings” does not relieve the Contractor of the sole responsibility for the accuracy and completeness of the As-Built Drawings.

ARTICLE G-40  OPERATION AND MAINTENANCE MANUALS

The Contractor shall compile manufacturer’s operation and maintenance instructions for all equipment furnished by it under this Contract. As applicable for each category and item of equipment, information supplied shall include at least the information as may be unique and pertinent to a specific item for purposes of ensuring clarity and understanding of all normal operating and maintenance procedures and requirements.
All instruction information shall be submitted as a complete electronic version and as a complete set, assembled into a three-ring loose-leaf binder organized and indexed in the order of appearance in these Specifications. When instructions are applicable to a single unit assigned a tag number or other identification designation specified or shown on the Plans, the identification designation shall appear on the instruction. In cases where multiples of identical equipment (e.g. pumps, valves, filters, blowers, and similar like components) are covered by the same instructions, do not duplicate information; instead, list the identity designations for which instructions are common on the information sheets. If more than one binder is necessary for a set, overall information shall be divided into logical divisions, and each binder shall contain a table of contents specific to that binder. Additionally, each binder shall contain an overall table of contents to ensure that the reader is informed whether the binder in hand is all-inclusive, or only part of a series.

In all cases, information shall plainly identify all precautions, procedures, adjustments, and other actions on the part of the ultimate user that affect continuity of warranty coverage. The City will be responsible for the adequacy of maintenance subsequent to acceptance of each component of the facility, if the information supplied by the Contractor covers all requirements.

In the event of equipment failure attributable to improper or inadequate operation and/or maintenance acts on the part of the City, which in turn can be attributable to erroneous, inappropriate, or incomplete information furnished by the Contractor, the Contractor shall be solely responsible for prompt repair or replacement, including all costs for replacement parts or equipment, all transportation, and all labor. In such an event, the Contractor shall, in addition, procure and furnish appropriately corrected or supplementary operation and maintenance instruction to ensure against subsequent failure of equipment attributable to the same cause.

The first sheet of each section shall list the following information appropriate for each item (or multiples) for which all sheets immediately following apply:

A. Manufacturer's name, address, and telephone number;
B. Manufacturer's local distributor's or representative's name, address, and telephone number;
C. The year of purchase, also, if different, the year of manufacture of the equipment;
D. Equipment model and serial number(s). Include sub-listing for all assembly components (e.g. pumps, motors, variable speed devices, and other appurtenances).

The Contractor shall deliver four (4) complete operation and maintenance manuals and a complete electronic version of the same to the Engineer, as specified and approved by the Engineer.

**ARTICLE G-41   CLEAN UP**

As the Work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from its Work at an approved disposal site. Particular attention shall be given to minimizing any fire and safety hazard from materials or other combustible as may be used in connection with the Work, which shall be removed daily.

Any buildings included in the Contract shall be kept free from waste material at all times. Before
completion of the Work, the Contractor shall thoroughly clean out all chambers, tanks, pits, vaults, channels, drains, pipe lines, conduits manholes, and miscellaneous appurtenant structures.

The Contractor shall be responsible for the final cleaning of floors, walls, glass, doors, windows and all other surfaces of structures, equipment and fixtures which have been affected by its work. The Contractor shall tear down and remove all temporary structures built by the Contractor. The Contractor shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work.

ARTICLE G-42 SUBSTANTIAL COMPLETION

When the Contractor believes the Work has reached Substantial Completion, the Contractor shall request the City Inspector to schedule an inspection of the Work. Within fifteen (15) business days after the request, the City Inspector will either (i) notify the Contractor that Substantial Completion has not been met, or will (ii) perform the inspection and, provided the City Inspector agrees that the Work has reached Substantial Completion, the City Inspector will then develop a punch list of items required to reach Final Completion. Within five (5) business days after the City Inspector finishes developing and reviewing the punch list, the City Inspector will deliver the punch list to the Contractor. Upon receipt of the punch list from the City Inspector, the Contractor shall complete all items on the punch list within thirty (30) calendar days unless a longer period of time for completion is set forth in the punch list. When the Contractor believes that it has satisfactorily completed all items on the punch list, the Contractor shall so notify the City Inspector to schedule a final inspection of the completed Work to determine if Final Completion has occurred.

ARTICLE G-43 FINAL INSPECTION

The final inspection will be scheduled within five (5) business days after the City receives notification from the Contractor that all punch list items have been completed, or within five (5) business days after the Contractor makes a request for Final Payment.

ARTICLE G-44 PAYMENTS

44.1 Partial Payment

The City will pay the Contractor the Contract Price as provided in the Contract.

The City will make partial payments monthly as the Work proceeds, on estimates approved by the Engineer. Payment requests shall be signed and submitted by the Contractor to the Engineer or designee as assigned at the pre-construction conference. The second and subsequent monthly payment requests must be accompanied by a release of lien or other documentation signed by Subcontractors and/or material suppliers. The Contractor shall furnish a breakdown for each category of the Work, in such detail as requested, to provide a basis for determining partial payments. In the preparation of estimates the Engineer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than site may also be taken into consideration if:

A. Consideration is specifically authorized by this Contract;
B. The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

In making these partial payments, the City will retain 10% of the amount stated in each invoice until the Work reaches 50% completion, as determined by the Engineer. After the Work reaches 50% completion, the City will reduce the retainage to no more than 5% of the amount stated in each invoice on subsequent invoice payments. Upon Final Completion, the City will make payment for the completed Work, including the release of all retainage withheld except as otherwise set forth in the Contract.

The City will make payment to the Contractor not later than fifteen (15) business days after City approval of an estimate of the Work performed by the Contractor. Partial payments will not be made more often than monthly.

It shall be the Contractor's responsibility at all times to monitor the total constructed quantities of all unit-priced Work and to promptly bring to the attention of the Engineer any Work which, if performed will approach, equal or exceed the total estimated quantity for the item(s) shown in the Proposal. Any Work performed by the Contractor in excess of the estimated quantity, without permission from the Engineer, may be done at the Contractor's expense.

Monthly payment requests may include the submittal of As-Built drawings in accordance with ARTICLE G-39, AS-BUILT DRAWINGS.

If an improper payment request is submitted by the Contractor, the City shall notify the Contractor in writing and indicate the corrective action needed to make the payment request proper, within twenty (20) business days after receipt of the payment request by the City. Upon receipt of a corrected and proper request for payment, the City will make payment or notify the contractor in writing of corrective action needed, within ten (10) business days of receipt.

The Contractor shall notify the Engineer of any payment disputes in accordance with ARTICLE G-47, CLAIMS AND DISPUTES.

In the event this Article conflicts with the Local Government Prompt Payment Act, the provisions of such act shall control.

44.2 Payment for Materials Stored On- and Off-Site

In general, the City will not pay for materials stored on- or off-site, unless the Technical Specifications specifically stipulate that payment will be made for the materials before being incorporated into the Work and that the conditions established herein have been met.

A. Payment for Materials Stored Off-Site:

The City, if stipulated in the Technical Specifications, will consider providing payment for materials or equipment stored off-site provided the following conditions are met:

1. The material or equipment is in conformity with approved Shop Drawings and has been inspected by the Engineer;

2. The material or equipment is to be specifically manufactured for the Project and cannot be readily utilized or diverted to another project;
3. The fabrication period is greater than six (6) months;

4. The storage of materials or equipment shall meet the City’s requirements for security, bonding, licensing, and title;

5. The City reserves the right to make payment on a progress or total basis of up to 75% of the invoice amount, to be paid in full or monthly installments;

6. The Contractor shall furnish evidence that materials or equipment, suitably stored and paid by the City, has been paid in full and that the Contractor has good title to the materials or equipment, free of liens, claims, or encumbrances. This proof shall be submitted to the City within thirty (30) calendar days of receipt of payment by the City for the materials or equipment;

7. The Contractor shall furnish a breakdown of labor and material at the time of submittal of schedule of values.

B. Payment for Materials Delivered On-Site:
The City, if stipulated in the Technical Specifications, will consider payment for special materials delivered to the site, at the rate of 75% of the invoice cost, provided such materials have been inspected and found to meet the Specifications. Said materials shall meet the applicable conditions as specified for payment for materials stored off-site. The balance of such invoice value will be paid when such materials incorporated into them become part of the Project.

44.3 The City’s Right to Decline, Reduce or Delay Payments

The City may, with prior notice to the Contractor, decline, reduce, or delay the processing of payment requests or, because of subsequently discovered evidence or subsequent observations, may nullify, delay or reduce the whole or any part of any payment previously issued, to such extent as may be necessary in the City’s opinion to protect the City from loss because of one or more of the following conditions:

A. Defective or damaged Work not being expediently remedied;

B. Third party claims filed or evidence indicating probable filing of such claims;

C. Failure of the Contractor to promptly pay Subcontractors for labor or materials;

D. Written notice from the Surety that (i) its prior consent to the payment is revoked or (ii) that the City should withhold from the payment a specified amount (in addition to the regular retainage amount);

E. Evidence that the Work cannot be completed for the unpaid balance of the Contract;

F. Damage to the City or another contractor;

G. Persistent failure to carry out the Work in accordance with the Contract;

H. Persistent failure to comply with orders of the City;

I. Evidence that liquidated damages will be assessed the Contractor;
J. Failure of the Contractor to accelerate its Work to get back on schedule.

When the above condition(s) are removed, payment shall be made for amounts withheld because of them.

44.4 Final Payment

After the Contractor has reached Final Completion, the Contractor may make application for Final Payment.

Upon completion and submittal of such, the unpaid balance of the Contract will be paid to the Contractor within thirty (30) calendar days of the date of the Engineer's approval.

There exists the possibility in a unit price contract that the quantities of Work listed on a partial contract payment may vary from the actual quantities of Work performed, but the Final Payment estimate for the Contract shall reflect fully and accurately the total quantities of Work actually performed. The Engineer will request from the Contractor a statement that shall bring to the attention of the Engineer any discrepancies that may exist between quantities computed by the Contractor and those being listed on the final estimate for payment.

The making and acceptance of Final Payments shall constitute:

A. A waiver of all claims by the City against the Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by the City of any rights in respect of the Contractor’s continuing obligations under the Contract;

B. A waiver of all claims by the Contractor against the City.

ARTICLE G-45 GUARANTEE PERIOD

In addition to any other warranties that may exist, including but not limited to any warranties set forth in the Specifications or supplemental Specifications, the Contractor shall unconditionally guarantee together with its Surety all materials and workmanship incorporated in this Contract for a period of one (1) year from the date of Final Completion. The Contractor shall submit a notarized affidavit attesting to such guarantee period prior to Final Payment. Should defects develop within the guarantee period, the Contractor shall, upon written notice of same, promptly remedy the defects and reimburse the City for all damage to other Work if caused by the defects or caused by correcting defects of the Work.

If the Contractor, after due notice, shall refuse or neglect to make good the defects as notified to the satisfaction of the City, then the City may and is empowered to proceed in the manner prescribed in the event of abandonment or forfeiture of the Work by the Contractor. The payment of claims for material and labor and other expenses shall be prerequisite to the termination of the guarantee period and to the release of the Sureties on the Public Construction Bond(s).

All representations and guarantees made in the Contract shall survive Final Payment and termination or completion of this Contract. This guarantee shall be exclusive of any
manufacturer's guarantees or warrantees exceeding this period.

ARTICLE G-46 LIENS

If a Subcontractor refuses to furnish a release or receipt in full, the Contractor shall furnish a bond satisfactory to the City to indemnify the City against loss due to any such lien or liens.

If any lien remains unsatisfied after all payments are made, the Contractor shall refund the City all moneys that the City may be compelled to pay in discharging such liens, including all costs and attorney's fees.

ARTICLE G-47 CLAIMS AND DISPUTES

47.1 Initial Referral to the Engineer

Claims, disputes and other matters relating to the acceptability of the Work, fair price determinations made by the Engineer, or interpretations by the City of the Contract pertaining to the execution and progress of the Work, shall be referred to the Engineer within ten (10) calendar days in writing by certified mail, with a request for a formal decision in accordance with this Article, which the Engineer will render in writing within a reasonable time.

Written notices of each claim, dispute or other matter shall be delivered by the claimant to the Engineer within ten (10) calendar days of the occurrence of the event giving use thereto, and written supporting data shall be submitted to the Engineer within fifteen (15) calendar days of such occurrence, unless the Engineer grants an extension of time for a specific purpose. It is a requirement of these provisions that all submitted supporting data relating to prices for Work shall be based upon recognized cost data guidelines. In its capacity as interpreter and judge of the submitted information, the Engineer will not show partiality and will not be liable for any consequences attributable to an interpretation or decision rendered in good faith in such capacity.

The Contractor may not delay the performance of Work required by the issuance of Field Orders and shall carry on the other work and maintain the overall progress of the construction schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements except as the Contractor and the City may jointly otherwise agree to in writing.

47.2 Protesting the Engineer's Decision

In the event the Contractor refuses to accept the Engineer's decision concerning any dispute, the Contractor shall, within five (5) calendar days of the date of the Engineer's decision, submit a letter of protest to the Engineer, delineating the areas of the decision under protest. However, any such protest has no bearing on any Work requirements arising out of the Engineer's decision in that the Contractor must immediately perform the Work required in the decision so as to not hold up the progress of the Work at the Project.

Where a protest has been received from a Contractor, the Engineer will schedule an informal hearing to be held at a designated City office where the affected parties will meet to discuss and resolve the items under protest. If the item(s) under protest or dispute is not resolved at this informal meeting, and the Contractor is made aware of no appellate procedure thereafter, the
Contractor is entitled to litigate the matter for resolution.

ARTICLE G-48 TERMINATION OF THE CONTRACT

48.1 Reasons for Termination

The City may terminate the Contract upon the occurrence of any one or more of the following conditions:

A. If the Contractor repeatedly fails to supply sufficient skilled workers as directed by the City or suitable materials or equipment;

B. If the Contractor disregards applicable Laws;

C. If the Contractor otherwise violates in any substantial way any provisions of the Contract;

D. If the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

E. If a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

F. If Contractor makes a general assignment for the benefit of creditors;

G. If a trustee, custodian or agent of Contractor is appointed under applicable Laws or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a lien against such property for the benefit of Contractor’s creditors;

H. Upon seven (7) calendar days’ written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which may include fees and charges of engineers and architects. In no event whatsoever will the City be liable to the Contractor for anticipated fees or profit on work not performed or for lost opportunity costs or for any consequential damages.

48.2 Settlement of Payment

If the City is permanently prohibited or enjoined from proceeding with the Work herein contemplated, the City may terminate this Contract and pay the Contractor a sum equal to all expenses legitimately incurred by it in connection with this Work, plus 10% of such expenses, less an amount equal to the sum of all partial payments previously made to the Contractor. The City shall pay this sum to the Contractor within thirty (30) calendar days after the City terminates the Contract pursuant to this section.
ARTICLE G-49 PUBLIC RECORDS

A. Contractor shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services and work pursuant to the Contract; (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 laws regarding public records 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 contract time and after the expiration or earlier termination of the Contract; and (iv) after the expiration or earlier termination of the Contract, at the City’s request, either transfer, at no cost, to the City all public records in Contractor’s possession within ten (10) calendar days following the City’s request and/or keep and maintain any public records required by the City to perform the services and work pursuant to the Contract. If Contractor transfers all public records to the City upon final completion or earlier termination of the Contract, 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 the Contract, Contractor shall meet all applicable requirements for retaining public records in accordance with the Contract 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 THE CONTRACT, 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 the Contract.

ARTICLE G-50 SCRUTINIZED COMPANIES

The Contractor hereby makes all certifications required under Florida Statute section 287.135, and the City may terminate the Contract as provided in Florida Statute section 287.135.

ARTICLE G-51 DISCHARGES BY CONTRACTOR AND CORRECTIVE ACTION PLANS

The spill or discharge of any substance (e.g., wastewater, fully or partially treated reclaimed water, line or tank washwater, etc.) by Contractor or its employees, agents or Subcontractors in violation of applicable Laws (“Discharge”) shall constitute a default of this Contract.

In the event of a Discharge, Contractor shall immediately (i) report the Discharge to the Engineer
and the City’s Emergency Dispatch Center (727-893-7261) and (ii) control, contain, and stop the Discharge.

Within fifteen (15) days of a Discharge, the Contractor shall submit to the City a proposed corrective action plan for preventing future Discharges. Upon the City’s acceptance of a corrective action plan, Contractor’s compliance with such plan shall automatically become a term of the Contract. Contractor’s failure to comply with the corrective action plan, or Contractor’s failure to prepare a corrective action plan that is acceptable to the City, shall constitute a default of the Contract. Contractor’s compliance with a corrective action plan shall not relieve Contractor of liability for damages as set forth below. In the event of a conflict between the Contract and the corrective action plan, the Contract shall prevail.

In addition to Contractor’s indemnity obligations under the Contract that may arise in connection with a Discharge, Contractor agrees that the following damages will be readily ascertainable and that the appropriate remedy is the recovery of actual damages from Contractor. Such actual damages include: (i) damage to property (City and third-party) arising from a Discharge, (ii) fines imposed on the City by the Florida Department of Environmental Protection ("FDEP"), including fines imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP, and (iii) costs incurred by the City as a result of such Discharge, including costs imposed on the City pursuant to Consent Order OGC 16-1280 between the City and FDEP. In addition to those readily ascertainable damages set forth above, the Contractor acknowledges that the City will suffer other indirect damages (including reputational damages) due to a Discharge that are not readily ascertainable and agrees that the Contractor shall pay the aggregate amount of $5,000 per Discharge to the City as agreed reasonable and proportionate liquidated damages, not as a penalty. The Parties acknowledge that the recovery of liquidated damages and actual damages constitutes a combination of remedies rather than an impermissible election of remedies under Florida law.

The City shall deduct all damages owed by Contractor pursuant to this Article from amounts due to Contractor under the Contract. In the event that the amount owed to Contractor is less than the amount of damages Contractor is required to pay the City pursuant to this Article, Contractor shall remit the amount of such damages owed to the City pursuant to this Article within ten (10) days after receipt of an invoice from the City.

The obligations and liabilities of Contractor resulting from a Discharge as set forth in this Article shall not limit Contractor’s other obligations and liabilities set forth in the Contract or under applicable Laws.

ARTICLE G-52 PUBLIC CONSTRUCTION BOND

The Contractor shall furnish a Public Construction Bond executed by a Surety company duly authorized to do business in the state of Florida on a form approved by the City Attorney or designee. The amount of the Public Construction bond shall be equal to 100% of the Contract Price, as security for the faithful performance of this Contract and as security for the payment by the Contractor of all persons performing this Contract. The Surety shall have a rating classification of "A" and a financial category of Class VII as evaluated in the current Best's Key Rating Guide, Property - Liability.

In lieu of the Public Construction Bond, the Contractor may furnish to the City an alternative form of security in the form of cash, money order, certified check, cashier’s check, an irrevocable
letter of credit, or a security of a type listed in Chapter 625, Part II, of the Florida Statutes and acceptable to the City Attorney. Any such alternative form of security shall be subject to the same conditions as those applicable to the Public Construction Bond required by this section and Chapter 255 of the Florida Statutes.

The Public Construction Bond shall remain in effect for at least one (1) year beyond the date of Final Completion.

If at any time during the term of the Contract, the City deems the Surety or Sureties upon such Public Construction Bond to be unsatisfactory or, if for any reason such Public Construction Bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its expense within ten (10) days after the receipt of notice from the City to do so, furnish an additional Public Construction Bond or Public Construction Bonds in such form and amount, and with such Surety or Sureties the City deems satisfactory. In such event, no further payment to the Contractor will be deemed to be due under the Contract until such new or additional security for the faithful performance of the Work is furnished in a manner and form satisfactory to the City.

When the Work has been completed in accordance with the Contract Documents and accepted by the City, it is mutually agreed and understood that the Contractor, together with his Surety, shall fully and unconditionally guarantee, for a period of not less than one (1) year from date of Final Completion, all materials and labor (workmanship) incorporated in the Project. This guarantee is exclusive of any manufacturer's guarantees or warranties exceeding this period.

Alternative forms of security will be returned to the Contractor not later than thirty (30) calendar days following the expiration of the guarantee period.

ARTICLE G-53 INDEMNIFICATION

A. The Contractor agrees to indemnify, hold harmless, assume legal liability for, save and defend the City, its officers, employees, contractors, elected and appointed officials, representatives and agents (collectively, "Indemnified Parties") from and against any and all claims, liens, suits, actions, damages, liability, assertions of liability, losses, costs and expenses in law or in equity, of every kind and nature whatsoever, (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for bodily injury or death of persons and or damage to property, which Claims may occur or be alleged to have occurred by or on account of or arising out of, in whole or in part (i) the negligence, recklessness, or intentional wrongful misconduct of Contractor, its Subcontractor(s), employees, agents or representatives in the performance of the Contract; or (ii) the failure of the Contractor, its Subcontractor(s), employees, agents or representatives to comply with applicable Laws arising out of the Contract; or (iii) any act, omission, or default of the Contractor, its Subcontractor(s), employees, agents or representatives arising from Contractor's, Contractor's Subcontractor(s)' employees', agents' or representatives' performance of the Contract;

B. The City will promptly notify the Contractor of any Claim(s) against the Indemnified Parties. The Contractor shall have the right to control the defense of any Claim(s) subject to the foregoing indemnification to the extent of the indemnification. The Contractor also shall have the right to settle any such Claim(s) provided that the
Contractor pays the entire amount of such settlement and there is no finding of fault against the Indemnified Parties;

C. The provisions of this Article are independent of, and will not be limited by, any insurance required to be obtained by the Contractor or its Subcontractor(s) pursuant to the Contract or otherwise obtained by Contractor or its Subcontractor(s).

ARTICLE G-54 INSURANCE

The Contractor shall provide the City with Certificates of Insurance on a standard ACORD form or other documentation acceptable to the City reflecting all coverages prior to commencing operations and at each subsequent policy renewal. Certificates shall name the City of St. Petersburg as an additional insured and show the City of St. Petersburg as the Certificate Holder. Certificates shall also indicate the use of any endorsements that are required in the Contract. No insurance policy required herein may be canceled, non-renewed, or adversely changed without thirty calendar days written notice to the City. Insurance shall be maintained at all times by the Contractor until Final Completion except for completed operations coverage which shall be maintained for a period of at least one (1) year beyond Final Completion. Completed operations coverage shall not serve to limit the liability of the Contractor.

Certificates of Insurance shall be delivered to the Director of the City’s Procurement and Supply Management Department. Failure to provide Certificates or failure to renew insurance shall not relieve the Contractor of the responsibility to provide insurance as required. At the City’s request, the Contractor and all its Subcontractors shall provide complete certified copies of any insurance policies, including endorsements, for the City’s review. Receipt of Certificates of Insurance which indicate less coverage than required does not constitute a waiver of the Contractor’s obligation to fulfill the insurance requirements herein.

The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella insurance policy must provide coverage on at least a following form basis.

If the insurance carried by the Contractor has broader coverage than required in the Contract, then that broader coverage, including but not limited to additional insured requirements, shall be the requirements in the Contract. If the Contractor’s insurance limits are greater than the limits set forth herein, then the Contractor’s policy limit shall be the required limit in the Contract. Any policy wording, including but not limited to wording contained in an Additional Insured Endorsement or Limits of Insurance provision, indicating that the limit of insurance available to an additional insured is the lesser of the contract requirement or applicable limit in the declarations, shall not apply to the Contract. The City shall have Additional Insured coverage to the Contractor’s policy’s full limit should it be greater than what is required in the Contract.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

The Contractor’s deductibles or self-insured retention may be disapproved by the City and shall be reduced or eliminated at the option of the City. All responsibility for payment of any sums
resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

All of the insurance required under the Contract shall be in effect under enforceable policies issued by insurers licensed to do business in the State of Florida and be rated "A-" or better by a rating agency such as A.M. Best or its equivalent.

The insurance coverages and limits are set at the sole discretion of the City and are subject to change or revision as the need arises. The City may, at its sole discretion, change or increase the required insurance coverage and limits from time to time and shall provide thirty (30) calendar days’ notice to the Contractor. Failure of the Contractor to comply with any changes or increases within thirty (30) calendar days of receipt of written notice from the City shall be considered a material default of the Contract.

The 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.

54.1 Workers' Compensation Insurance

A. Coverage:

The Contractor shall obtain and maintain during the life of the Contract, Workers' Compensation Insurance for all of Contractor's employees employed at the Project site. Coverage should include Employers Liability and Voluntary Compensation.

If any work is subcontracted, the Contractor shall require each Subcontractor to provide Workers' Compensation Insurance for all the Subcontractor's employees unless such employees are covered by the Workers' Compensation Insurance afforded by the Contractor.

The Contractor and Subcontractors shall purchase any other insurance or coverage required by law for the benefit of their employees.

B. Limits:

Workers' Compensation - as required by Florida Law.
Employer's Liability - $100,000 each employee, each accident, and $100,000 each employee/ $500,000 policy limit for disease.

54.2 U.S. Longshore and Harbor Worker's Act Insurance

A. Coverage:

On applicable projects, including but not limited to work on or about navigable waters, Contractor shall obtain and maintain U.S. Longshore and Harbor Worker’s Act Insurance as required by law, including Jones Act coverage where appropriate.

B. Limits:

As required by Federal Law.
54.3 Commercial General Liability Insurance

A. Coverage:

The Contractor shall obtain and maintain Commercial General Liability Insurance providing coverage for bodily injury, property damage, and personal and advertising injury which may arise from operations under this Contract, whether such operations be by the Contractor or by any Subcontractors, or any of their agents, representatives, guests, employees, invitees or anyone contracting with the Contractor or by anyone directly or indirectly employed by any of them.

Coverage shall be provided by ISO Commercial General Liability coverage form CG 00 01 04 13 or similar form acceptable to the City. Coverage shall also be in occurrence form.

Explosion, collapse and underground hazards shall be covered by the Contractor's and Subcontractor's Commercial General Liability Insurance.

A separate general aggregate limit of liability shall apply to the Project. If the Contractor works on more than one (1) project under the Contract, a general aggregate shall apply to each of such projects. The project(s) shall be specifically described in the endorsement.

B. Limits:

Each Occurrence Limit: $2,000,000.
General Aggregate Limit applicable per Project: $2,000,000.
Products and Completed Operations Aggregate Limit: $2,000,000.
Personal and Advertising Injury Limit: $2,000,000.
Damage to Rented Premises Limit: $100,000.

54.4 Commercial Automobile Insurance

A. Coverage:

The Contractor shall obtain and maintain Commercial Automobile Insurance providing liability coverage for "any auto", which shall include, but not be limited to, all leased, owned, non-owned, and hired vehicles.

B. Limits:

$1,000,000 combined single limit each occurrence for bodily injury and property damage.

54.5 Builder's Risk Insurance

On applicable projects, Contractor shall obtain and maintain Builder's Risk Insurance insuring the Contractor's work at the site to the full Contract Price and naming the City as a loss payee and additional insured. This insurance shall insure the interests of the City, the Contractor, and all Subcontractors in the Work and shall insure against special form causes of loss, including collapse during construction, windstorm, and flood. Valuation shall be for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The
Contractor shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the Work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the City and written notice of that fact has been issued by the City.

54.6 Pollution/Environmental Liability Insurance

A. **Coverage:**

On applicable projects, Contractor shall obtain and maintain Pollution/Environmental Liability Insurance, covering sudden and gradual pollution conditions including the discharge, release, or escape of fumes, vapors, smoke, acids, alkalis, asbestos, toxic chemicals, liquids or gases, waste materials, or other contaminants, irritants, or pollutants into or upon any structure, land, body of water, or atmosphere. Coverage shall include bodily injury, property damage, loss of use of tangible property whether or not it has not been physically injured or destroyed, cleanup and remediation costs, penalties or fines, and defense costs including costs incurred in the investigation or adjustment of the claim. Coverage may be provided by a stand-alone policy or by endorsement(s) to one of Contractor's other policies. Coverage shall be provided both for the use of pollutants on site and during transit. If the policy is on a claims made basis, it must include the retroactive date of coverage and shall be maintained for at least two (2) years past the date that the Work is completed.

B. **Limits:**

$2,000,000 per occurrence.

54.7 Professional Liability Insurance

A. **Coverage:**

On applicable projects, Contractor shall obtain and maintain Errors and Omissions or Professional Liability insurance appropriate to the Contractor's profession. If the policy is on a claims made basis, it must include the retroactive date of coverage and shall be maintained for at least two (2) years past the date that the Work is completed.

B. **Limits:**

$2,000,000 per occurrence.
INSTRUCTIONS TO BIDDERS

ARTICLE I-1 GENERAL INFORMATION

The construction work called for within this bidding package involves work for the City of St. Petersburg as Owner. Bidders are cautioned to carefully follow the instructions of this section to help ensure that their Bids are responsive to the requirements as presented herein.

ARTICLE I-2 DEFINITIONS OF TERMS

In addition to the definitions of terms provided in this Instructions to Bidders section, the definitions set forth in the Agreement and the General Conditions apply to this Instructions to Bidders section.

ADDENDA/ADDENDUM – Written or graphic instruments issued prior to receipt of Bids which modify or interpret the Contract Documents, Plans and/or Specifications by additions, deletions, clarifications and/or corrections.

ALTERNATES – Bid price for additive or deductive items to the base Bid.

BID DOCUMENTS – Bid forms and Bid bond forms making up the Solicitation issued by the City for this Project.

BIDDER – Individuals or entities submitting Bids for the Project.

BID OPENING – The stage in the solicitation process in which the Bids are publicly opened by the City and read aloud.

NOTICE OF CONTRACT AWARD – Written notice by the City to the apparent successful Bidder stating award of the Project.

RECORDED BIDDERS – All Bidders to which the City has sent the Solicitation and all Bidders that attended the pre-Bid conference.

TOTAL BID PRICE – The total Contract price for the Bid, which includes the base Bid price and Alternates.

ARTICLE I-3 EXAMINATION OF BID PACKAGE DOCUMENTS

3.1 Completeness of Bid Package

The physical makeup and content of the Contract Documents are designed to be complete for the preparation and submittal of Bids. However, the Bidder shall verify to its own satisfaction that all material issued to the Bidder including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, it shall so notify the City and the City will forward the missing item(s) to the Bidder. After Bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.
3.2 Bidder's Responsibility to the Project

The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has or will comply with all provisions of the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in its Bid.

Inasmuch as it is not standard practice to detail all controls, wiring, piping and appurtenances, etc. required to render each piece of equipment functional on the Plans, the Bidder is cautioned to ensure that its Bid includes all such items necessary to permit the equipment to function as intended in a manner that meets all applicable codes, is free from defects and abnormal conditions, and provides a complete and operational system.

3.3 Conflicts in the Documents

Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Contract Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Contract Documents, the Bidder shall immediately notify the City.

If such notifications are received by the City prior to the deadline for questions indicated in the Solicitation, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum to all Recorded Bidders.

3.4 Contract Completion Time

The City will require that Work under this Contract be completed within the time limit stipulated in the Contract Documents, and Bidders must give consideration to this requirement when submitting Bids. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to the Procurement and Supply Management Director. For consideration, said request must be received by this office prior to the deadline for questions indicated in the Solicitation. If the Procurement and Supply Management Director deems it to be in the best interest of the City to revise the time requirement, an Addendum will be issued and furnished to all Bidders.

ARTICLE I-4 BID GUARANTY

4.1 Certified Check or Bid Bond

Bids shall be accompanied by a certified check, cashier's check or Bid Bond in the amount of not less than 5% of the Total Bid Price. The certified check or Bid Bond, and the monies payable thereon, shall be paid into the funds of the City of St. Petersburg, Florida, as liquidated damages, if the Bidder fails to execute the written Contract and furnish the required Public Construction Bond within ten (10) calendar days following Notice of Contract Award. The Bid Bond shall be furnished by a Surety company duly authorized to do business in the State of Florida. The Surety company shall have a rating classification of "A" and a financial category of Class VII as evaluated in the current Best's Key Rating Guide, Property – Liability.
4.2 Return of Checks

Bid securities submitted by Bidders in the form of a certified check or cashier's check will be held or deposited into the funds of the City of St. Petersburg and will be refunded or returned to the parties submitting same not later than thirty (30) days after execution of the Contract. In the event that all Bids are rejected, checks will be refunded to all Bidders within fifteen (15) calendar days after date of rejection.

ARTICLE I-5 SUBMISSION OF BIDS

5.1 Submission of Bids

The Bidder shall submit a complete Bid electronically through the City’s iSupplier program. Bids will be received as stipulated in the Solicitation until the time and date specified in the Solicitation.

5.2 Bid Form

Bids shall be made upon the forms supplied within the iSupplier Solicitation. Each Bidder must state in its Bid the price for which the Bidder will perform the Work as required by the Bid Documents.

5.3 Basis of Bid Prices

The Bid Documents, together with any Addenda, which are furnished to prospective Bidders during the advertising period shall become the basis of the Contract.

Unless otherwise provided in the Bid Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Contractor in complying with all the provisions and requirements of the Contract Documents.

Each unit price will be deemed to include an amount considered by the Bidder to be adequate to cover the Bidder's overhead and profit for each separately identified item.

5.4 Bid Preparation

All applicable pages of the Bid shall be completed and all required attachments must be provided.

All prices for lump sum or unit price work shall be given in numerals. Bid prices must be entered on the Bid for all items, unless directed otherwise on the Bid.

Failure to complete the Bid price and questionnaire sections and to provide completed required attachments will render the Bid non-responsive.
5.5  Addenda

If, in the judgment of the Procurement and Supply Management Director, an Addendum is required, a copy of such will be posted on the Procurement and Supply Management Department’s web page. All Recorded Bidders will be notified of the Addendum and will be provided with the electronic link to the web page. All Addenda shall become part of the Contract Documents. No other interpretations or clarifications issued prior to the Bid Opening will have legal effect.

The sole obligation of the Procurement and Supply Management Director with respect to distribution of Addenda is to ensure that a copy of each Addendum is posted on the City’s procurement web page and to notify all Recorded Bidders. Each Bidder bears the responsibility to review and/or download the Addenda and to satisfy itself prior to submitting its Bid that its Bid is responsive to all Addenda issued.

5.6  Bid for Alternates

To be responsive, all Bids shall include costs for Alternates. Unless otherwise specified, any Bid which does not include the base Bid plus each and every Alternate may be rejected as being non-responsive. The City may select any combination or reject any or all Alternates as best serves the interest of the City.

5.7  Period Bid Remains in Effect

Bids for the Work covered by this Contract may be held by the City for a period of ninety (90) days after Bid Opening and shall continue in full effect and not be subject to withdrawal during that period until a Contract has been executed with a Bidder. If no Contract has been executed within the ninety-day period, any Bid may be withdrawn or nullified by either party or be deemed to be confirmed and extended in time for as long as permitted by the Bidder submitting each such Bid.

ARTICLE I-6  EXAMINATION OF THE SITE

6.1  Familiarity with Site Conditions

It shall be the responsibility of Bidder to examine the site of the proposed Work. Before submitting a Bid, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted, and shall make whatever site investigations or site tests they deem necessary. Should a Bid be accepted, the Bidder will be responsible for any and all errors in its Bid resulting from its failure to perform such examinations, inform itself of such conditions, or do such investigations and tests.

6.2  Extents and Locations of Subsurface Conditions

The Plans show the existing surface and other underground structures likely to affect the prosecution of the Work insofar as they have been determined, but the information shown is not guaranteed as being correct or complete. Bidders are expected to examine the Plans, and the location of the Work upon the ground, and consult various utility companies if deemed
necessary, in order to judge for themselves the potential circumstances affecting the cost of the Work or the time required for its completion.

ARTICLE I-7    TABULATION OF THE BIDS

7.1 Correction of Mathematical Errors

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

7.2 Preparation and Distribution of Bid Tabulation

All Bids received in conformity with the Contract Documents will, as soon as practicable, be tabulated and the tabulation shall be posted in iSupplier.

ARTICLE I-8    REJECTION OF BIDS

The City reserves the right to reject any or all Bids, in whole or in part, when the City determines it is in the City's best interest to do so.

ARTICLE I-9    WAIVER OF IRREGULARITIES

In evaluating the Bids, the City reserves the right to waive any and all minor irregularities.

ARTICLE I-10   DISQUALIFICATION OF BIDDERS

Each Bidder, by submitting its Bid, states that neither Bidder nor Bidder’s agents, nor any other party acting on Bidder’s behalf, has paid or agreed to pay, directly or indirectly, to any person, firm, corporation, or employee of the City, any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agrees that no such money or reward will be hereafter paid.

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future Bids for the same Work.

ARTICLE I-11   RECOMMENDATION OF AWARD OF CONTRACT

11.1 Standard for Award

Contracts will be awarded to the lowest responsible and responsive Bidder whose Bid meets the requirements and criteria set forth in the Solicitation. In awarding any Contract, the City Council may reject any Bid determined by the City Council not to be in the best interest of the City.

11.2 Factors Determining Whether a Bidder is Responsible

In making the determination of whether a Bidder is responsible, the City reserves the right to take into account and give reasonable weight to:
A. Whether the Bidder has the necessary personnel, facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified;

B. Whether the Bidder or any Subcontractor possesses any City-, County-, or State-approved certification required to perform the Work;

C. Whether the Bidder’s references confirm the Bidder’s experience qualifications;

D. Whether the Bidder’s references confirm the Bidder has the required resources to do the Work;

E. The Bidder’s default under, or failure to complete, other contracts;

F. The Bidder’s non-compliance with Laws;

G. The Bidder’s involvement in ongoing litigation;

H. The Bidder’s performance of previous satisfactory work for the City, including fulfillment of warranties.

11.3 Factors Rendering Bidders Non-Responsive

Any Bidder that submits a Bid that does not conform in all material respects to the requirements set forth in the Solicitation, including but not limited to any requirements to submit documentation, will be rendered non-responsive.

11.4 Recommendation of Award

Upon review and consideration of the relevant factors, the Procurement and Supply Management Director, the Engineering & Capital Improvements Director, the funding agency (if applicable), and the Design Professional will determine the lowest responsible and responsive Bidder, and a recommendation for City Council award will be made by the Procurement and Supply Management Director.

ARTICLE I-12 SPECIAL PROVISIONS DUE TO FEDERAL FINANCING

If this Project is to be financed, in whole or in part, by the Federal Government, all applicable requirements of the Davis Bacon Act as amended shall be complied with by Contractor.

The Davis Bacon Act, as amended, includes the provisions of the President’s Executive Orders #11246 and #11375, Titles VI and VII of the Civil Rights Act of 1964, and sets forth criteria for the following: (a) Labor Standards, (b) Procedures for compliance with the Davis Bacon Act, (c) Mandatory clauses which shall be included in all contracts which are subject to provisions of the Davis Bacon Act, (d) Apprentice and trainee employment requirements in all contracts in excess of $10,000 where the Davis Bacon Act applies, (e) Instructions for completing Payroll Form WH347, and (f) Contractor responsibilities under the Davis Bacon Act.
If Federal or State funds are partially or fully funding this Project, the Contractor will be required to submit a Payment and Performance Bond for 100% of the cost of construction.

ARTICLE I-13   SUBCONTRACTORS

13.1 Prior Approval

No part of the Contract shall be sublet without the prior written approval of the Owner. If the Contractor should sublet any part of this Contract, the Contractor shall be as fully responsible to the Owner for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as it is for the acts and omissions of persons directly employed by the Contractor.

13.2 Subletting of Contract

The Contractor must complete at least 50% of the Total Bid Price with its own organization based on unit Bid prices, unless otherwise specified in the contract documents or approved in writing by the Engineer. The contract amount upon which the 50% requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

In order to meet this 50%, the Contractor shall not purchase any materials for a subcontracted item nor shall Contractor place other contractor's employees on Contractor's payroll. The term "own organization" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by Contractor, with or without operators.

Each Bid shall include the name and place of business of each intended Subcontractor who will perform work or render services to the Contractor along with the portion of Work and cost of that Work to be completed by each Subcontractor.

Contractor may not utilize third-tier subcontractors for the Project unless the Contract is for a federally funded project.

The Contractor who is awarded the Project may not change or substitute Subcontractors or the portions of the Work to be performed or materials to be supplied from those identified in its Bid except upon written approval of the Engineer for the following situations:

A. Subcontractor fails or refuses to execute a written contract for the scope of work specified at the price specified;

B. Subcontractor is not appropriately licensed to perform the scope of work;

C. Subcontractor becomes bankrupt or insolvent;

D. Subcontractor is ineligible to perform the work on the Project;

E. Subcontractor fails or refuses to perform its subcontract;
F. Engineer determines the work performed by the Subcontractor is substantially unsatisfactory and not in substantial accordance with the Plans and Specifications;

G. Subcontractor is substantially delaying or disrupting the progress of the Work.

ARTICLE I-14 NONDISCRIMINATION

In carrying out the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The Contractor shall take affirmative action to ensure that applicants for employment and employees are treated in accordance with all applicable local, state, and federal laws regarding race, color, religion, sex, national origin or disability.

All employment decisions of the Contractor with respect to employees and employee applicants, including but not limited to, initial employment upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, training and apprenticeship shall be without discrimination against the employee or employee applicant because of disability, race, color, religion, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Failure to adhere to the above procedures is considered a violation of the Contract with the City and may subject the violator to debarment from future City contracts.

ARTICLE I-15 WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the deadline for submitting Bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so; and, in case signed by a deputy or subordinate, the principals’ proper written authority to such deputy or subordinate must accompany the request for withdrawal or modifications.

Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid date and time.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid and the Bid security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE I-16 PUBLIC ENTITY CRIMES

Contractor is hereby notified of the provisions of Section 287.133(2)(a), Florida Statutes, related to prohibitions on persons or affiliates who have been placed on the convicted vendor list following a conviction for a public entity crime.
ARTICLE I-17  SMALL BUSINESS ENTERPRISE PROGRAM

17.1  Participation by SBE Contractors and Subcontractors

The SBE participation goal for this Project is set forth in the Invitation to Bid. All Contractors entering into a construction contract with the City are required to subcontract the designated percentage of work, including the cost of materials, goods and supplies to certified SBE Subcontractors and suppliers or demonstrate and document that good faith efforts were made to satisfy the goal. The ability of a Contractor to perform the Work with its own workforce will not excuse the Contractor from utilizing an SBE or from making good faith efforts to meet the required participation goal.

17.2  Certification Required with Bid

All Bidders are required to submit a written certification that they have read, understand, and will comply with the Small Business Enterprise (SBE) requirements set forth in the Contract Documents and Sections 2-269 through 2-275 of the City Code. A Bidder's failure to submit this certification or submission of a false certification renders the Bid non-responsive.

ARTICLE I-18  DISADVANTAGED WORKERS

18.1  Disadvantaged Worker Requirements

All Contractors entering into a contract for Major Construction Projects (as that term is defined in Section 2-296 of the City Code) shall meet the requirements set forth in Section 2-298.5 of the City Code, as may be amended from time to time, regarding disadvantaged workers.

18.2  Certification Required with Bid

All Bidders bidding on Major Construction Projects are required to submit a written affidavit that they have read, understand, and will comply with these requirements on applicable Projects. A Bidder's failure to submit this certification or submission of a false certification shall render the Bid non-responsive.

ARTICLE I-19  APPRENTICE EMPLOYMENT

19.1  Apprentice Requirements

All Contractors entering into a contract for a Major Construction Project (as that term is defined in Section 2-296 of the City Code) shall meet the requirements set forth in Section 2-296 through 2-298 of the City Code, as may be amended from time to time, regarding apprentice employment.

19.2  Certification Required with Bid

All Bidders bidding on Major Construction Projects are required to submit a written affidavit that they have read, understand, and will comply with these requirements. A Bidder's failure to submit this certification or submission of a false certification shall render the Bid non-responsive.
ARTICLE I-20 LIVING WAGE

20.1 Living Wage Requirements

All Contractors entering into Major Contracts (as that term is defined in Section 2-298.6 of the City Code) shall meet the requirements set forth in Section 2-298.6 through 2-298.9 of the City Code, as may be amended from time to time, regarding the payment of a living wage.

20.2 Certification Required with Bid

All Bidders bidding on Major Contracts are required to submit a written affidavit that they have read, understand, and will comply with these requirements. A Bidder's failure to submit this certification or submission of a false certification shall render the Bid non-responsive.

ARTICLE I-21 CONSIDERATION OF SEA LEVEL RISE AND RESILIENCY

It is the policy of the City to apply the consideration of sea level rise and resiliency to the City's decision-making, including in the procurement of City construction projects. Bidders are encouraged to provide documentation addressing the following:

A. Whether the Project considers the latest regional best available science regarding the effects of sea level rise, climate-related vulnerability and resiliency in St. Petersburg;

B. Whether the Project affects an area that is vulnerable to the impacts of sea level rise;

C. Whether the Project will increase the resiliency of the City with respect to sea level rise;

D. Whether the Project is compatible with the City's sea level rise mitigation and resiliency efforts.
The following page(s) contain the backup material for Agenda Item: Confirming the appointment and reappointment of members to the Public Arts Commission. Please scroll down to view the backup material.
MEMORANDUM

Council Meeting of May 2, 2019

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment and reappointment of members to the Public Arts Commission.

I respectfully request that Council confirm the appointment of Meiko Seymour as a regular member to the Public Arts Commission to serve a four-year term ending April 30, 2024.

I respectfully request that Council confirm the reappointment of Laura Bryant as a regular member to the Public Arts Commission to serve a four-year term ending April 30, 2024.

RK/cs
Attachment

cc: W. Atherholt, Director of Cultural Affairs
A RESOLUTION CONFIRMING THE APPOINTMENT AND REAPPOINTMENT OF REGULAR MEMBERS TO THE PUBLIC ARTS COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Meiko Seymour as a regular member to the Public Arts Commission to serve a four-year term ending April 30, 2024

BE IT FURTHER RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the reappointment of Laura Bryant as a regular member to the Public Arts Commission to serve a four-year term ending April 30, 2024

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Confirming the appointment of Katy Anderson and Catherine Harrelson as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2021.
Please scroll down to view the backup material.
CB-11
MEMORANDUM

Council Meeting of May 2, 2019

TO: Members of City Council

FROM: Mayor Rick Kriseman

RE: Confirming the appointment of Katy Anderson and Catherine Harrelson as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2021.

I respectfully request that Council confirm the appointment of Katy Anderson and Catherine Harrelson as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2021.

Copies of their resumes have been provided to the Council office for your information.

RK/cs
Attachments
cc: M. Jefferies, Leisure Services Administrator
    L. Seufert, Park Operations Manager
A RESOLUTION CONFIRMING THE APPOINTMENT OF REGULAR MEMBERS TO THE CITY BEAUTIFUL COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council hereby confirms the appointment of Katy Anderson and Catherine Harrelson as regular members to the City Beautiful Commission to serve an unexpired three-year term ending December 31, 2021.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

__________________________
City Attorney or (Designee)