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

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

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

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

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

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

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

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

**GENERAL AGENDA INFORMATION**

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

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

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.
A. Meeting Called to Order and Roll Call.

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

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

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

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

First Reading and First Public Hearings

Setting August 15, 2019 as the public hearing date for the following proposed Ordinance(s):

1. City-initiated request to amend the Comprehensive Plan pertaining to housing initiatives, replacing the Coastal High Hazard Area map, and updating the Vision 2020 Special Area Plan; and proposed amendments to the Land Development Regulations pertaining to housing initiatives. (City Files: LGCP-2019-01 and LDR-2019-03)

   (a) Ordinance amending the Comprehensive Plan definitions, Future Land Use Element, and Coastal Management Element. (LGCP-2019-01)

   (b) Ordinance amending Chapter 16, City Code of Ordinances (Land Development Regulations), pertaining to housing initiatives, including reducing the minimum unit size and parking requirements for multifamily development, adjusting parking and design standards for affordable and workforce residential units, and reducing the minimum land area for an accessory dwelling unit. (LDR-2019-03)

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

   (d) Resolution approving the update to the Vision 2020 Special Area Plan and transmitting to Forward Pinellas, for consistency review in accordance with the Countywide Plan Rules.
Quasi-Judicial Proceedings

Swearing in of witnesses. Representatives of City Administration, the applicant/appellant, opponents, and members of the public who wish to speak at the public hearing must declare that he or she will testify truthfully by taking an oath or affirmation in the following form:

"Do you swear or affirm that the evidence you are about to give will be the truth, the whole truth, and nothing but the truth?"

The oath or affirmation will be administered prior to the presentation of testimony and will be administered in mass to those who wish to speak. Persons who submit cards to speak after the administration of the oath, who have not been previously sworn, will be sworn prior to speaking. For detailed procedures to be followed for Quasi-Judicial Proceedings, please see yellow sheet attached to this agenda.

2. Private-initiated application (Pasadena Presbyterian Church) requesting to amend the Future Land Use and Official Zoning Map designations for portions of the church property generally located at 100 Pasadena Avenue North (recorded as 111 Pinellas Way North). Future Land Use Map amendments include from I (Institutional) to RU (Residential Urban) and from RU (Residential Urban) to I (Institutional). Official Zoning Map amendments include from NSM-1 (Neighborhood Suburban Multifamily-1) to NT-3 (Neighborhood Traditional-3) and from NT-3 (Neighborhood Traditional-3) to NSM-1 (Neighborhood Suburban Multifamily-1). (City File FLUM-55) [MOVED TO NEW ORDINANCES AS ITEM F-5]

E. Reports

1. Sewer Report

(a) Accepting a proposal from Tampa Armature Works, Inc., a sole source provider, for three replacement distribution motors and two complete motor and pump combinations for the Water Resources Department, at a total cost of $427,189.

(b) Approving a six-year blanket purchase agreement with Environmental Products of Florida, a sole source supplier, for maintenance and repair of five new Vactor 2100 Series vehicles for the Fleet Management Department, at a total contract amount of $405,000.

(c) Approving a job order to PCL Construction, Inc. for the removal and replacement of flow meters and associated instrumentation at the Northeast Water Reclamation Facility, at a contract amount of $248,099.19.

(d) Approving a job order to Caladesi Construction Co. for the installation of a 6 blow-off on the Mobley Road 36 intertie between the 36- and-48 water transmission mains at a contract amount of $65,694.96.
(e) Authorizing the Mayor or his designee to execute Task Order No. 16-10-AUS/W (Task Order) to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and Arcadis U.S., Inc. (A/E), for A/E to provide data collection and a technical memorandum related to the NEWRF and NWWRF Grit Characterization and Performance Evaluation Project in an amount not to exceed $126,745.00; (ECID Project No. 19068-111, Oracle Nos. 16380 and 16940).

2. Approving a rescission of an unencumbered appropriation in the amount of $200,000 in the City Facilities Capital Improvement Fund and approving a supplemental appropriation in the amount of $200,000 from the unappropriated balance of the City Facilities Capital Improvement Fund, resulting from the above rescission, to Fire Station Two Emergency Signal Project.

3. Authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (Artist), for Artist to design, develop and install 3 additional cast pelicans in the green area depicted in Attachment 1 to the First Amended Exhibit A at the New St. Pete Pier for a firm fixed price of $21,000; authorizing the city attorney to make non-substantive changes to the first amendment; recognizing a donation from the Community Foundation of Tampa Bay in the amount of $7,000 to be used towards the purchase of one pelican at the New St. Pete Pier; approving a supplemental appropriation in the amount of $21,000 from the unappropriated balance of the Arts in Public Places Fund (1901), partially resulting from the above donation, to the Mayors Office Department, Office of Cultural Affairs (020-1777).

4. Authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida, and Nick Ervinck (Artist), for artist to design, develop and oversee installation of a piece of exterior art entitled Olnetopia in the southwest corner of the lawn bowl area of the Citys New St. Pete Pier for a total firm fixed price of $137,000 (Agreement) and all other documents necessary to effectuate this transaction; authorizing the City Attorneys office to make non-substantive changes to the agreement; approving a supplemental appropriation in the amount of $137,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the Mayors Office, Cultural Affairs Division (020-1777); providing that this Resolution shall supersede Resolution No. 2019-27 and that the prior supplemental appropriation included in Resolution No. 2019-27 is nullified.

5. Commerce Park Update

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

Setting June 13, 2019 as the public hearing date for the following proposed Ordinance(s):

1. Ordinance of the City of St. Petersburg, Florida; amending Section 16.30.095. of the City Code (Storefront Conservation Corridor Overlay) to create an exemption for certain local historic resources; providing for severability.

2. Ordinance amending the St. Petersburg City Code by replacing Section 16.40.120 with a reorganized and revised Section 16.40.120 sign code; enhancing readability and correcting scrivener’s errors; creating a consolidated zoning chart for signage; and creating a sign code consistent with current state and federal requirements.

3. An ordinance in accordance with section 1.02(c)(5)A., St. Petersburg City Charter, authorizing the restrictions contained in a site dedication dedicating the project area
described in exhibit A, attached to the ordinance, at the southeast portion of the Pier Parking Area and adjacent submerged land to the public as a boat access facility for the use and benefit of the general public from the date of execution of the site dedication by the City until March 31, 2041.

4. Ordinance amending the City Code to include specific references to the general penalties provision of City Code Sec. 1-7 throughout several chapters and sections of code.

5. Private-initiated application (Pasadena Presbyterian Church) requesting to amend the Future Land Use and Official Zoning Map designations for portions of the church property generally located at 100 Pasadena Avenue North (recorded as 111 Pinellas Way North). Future Land Use Map amendments include from I (Institutional) to RU (Residential Urban) and from RU (Residential Urban) to I (Institutional). Official Zoning Map amendments include from NSM-1 (Neighborhood Suburban Multifamily-1) to NT-3 (Neighborhood Traditional-3) and from NT-3 (Neighborhood Traditional-3) to NSM-1 (Neighborhood Suburban Multifamily-1). (City File FLUM-55)

G. New Business

1. Requesting City Council approve a resolution providing for recognition of Lesbian, Gay, Bisexual, Transgender and Questioning/Queer (LGBTQ) owned businesses in the City’s procurement of goods and services and monitor usage of LGBTQ businesses in the City’s SBE program. (Councilmember Driscoll)

2. Requesting that the St. Petersburg City Council pass a resolution in favor of Universal Healthcare as outlined in bill H.R. 1384 as submitted to the United States House of Representatives. The program proposed in this bill is also known as “Medicare for All”. (Councilmember Kornell)

H. Council Committee Reports

1. Youth & Family Services Committee (5/16/19)

2. Co-Sponsored Events Committee (5/16/19)
   
   (a) Approving events for co-sponsorship by the City in name only for FY2020; waiving the non-profit requirements of Resolution No. 2000-562(a)8 for the co-sponsored events to be presented by Local Shopper, LLC., Paragon Fine Arts Festivals, Inc., Sideline Apparel, Inc., Live Nite Events , LLC., Corrigan Sports Enterprises, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate this resolution.

   (b) Resolution in accordance with City Code Section 21-38(0) exempting Reggae Rise Up Music Festival (Vinoy Park) from the beer and wine only restrictions in City Code Section 21-38(0) upon the issuance of a permit for alcoholic beverages (for on-premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event as set forth herein.

3. Consolidated Plan Review Committee (5/17/19)

4. Budget, Finance & Taxation Committee (5/30/19)

5. Public Services & Infrastructure Committee (5/30/19)
6. **Housing, Land Use & Transportation Committee (5/30/19)**

   (A) Approving the Mayor's appointment of Mr. James A. Dates to the Office of Commissioner of the Housing Authority of the City of St. Petersburg, Florida.

7. **Committee of the Whole (5/30/19)**

   I. **Legal**

   J. **Open Forum**

   K. **Adjournment**

   **Consent Agenda A**
   
   **June 6, 2019**

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

   (Procurement)

   (City Development)

   (Leisure Services)

   (Public Works)

   (Appointments)

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

(Procurement)

1. Approving the purchase of two ambulances from Ten-8 Fire Equipment, Inc., for the Fire Rescue Department, at a total cost of $455,232.

2. Approving a five-year blanket purchase agreement with Cloverleaf Corp., Ennis Flint Inc., Lightle Enterprises of Ohio LLC., and Osburn Associates Inc., for traffic signs for the Stormwater, Pavement and Traffic Operations Department, for a total contract amount of $300,000.

3. Approving the purchase of one replacement concrete mixing truck from Sun State International Trucks, LLC for the Fleet Management Department, at a total cost of $256,263.

4. Approving a job order to Gibraltar Construction Company, Inc., in an amount not to exceed $204,531.51 for renovations of the Sunken Gardens Lobby Improvements Project; rescinding an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $60,888 from the Sunken Gardens Improvements FY19 Project (16719); approving a supplemental appropriation in the amount of $60,888 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from this rescission to the Sunken Gardens Lobby Improvements Project (Engineering Project 18211-119; Oracle No. 16585); and providing an effective date.

5. Approving a blanket purchase agreement with Times Publishing Company, d/b/a Tampa Bay Times, for newspaper advertisements for several City departments, at a total contract amount of $180,000.

6. Approving the purchase of 11 vehicles from Deere & Company, dba John Deere Company, for the Fleet Management Department, at a total cost of $146,695.97.

(City Development)

7. Approving a rescission of an unencumbered appropriation in the amount of $200,000 in the City Facilities Capital Improvement Fund and approving a supplemental appropriation in the amount of $200,000 from the unappropriated balance of the City Facilities Capital Improvement Fund, resulting from the above rescission, to Fire Station Two Emergency Signal Project. [MOVED TO REPORTS AS ITEM E-2]
8. Approving the shared cost agreement between the City of St. Petersburg, Florida (“City”) and ECC Carillon LLC (“Developer”) for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of $123,328.34 previously paid by Echelon LLC for the Carillon Town Center Project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway; Authorizing the City Attorney’s Office to make non-substantive changes to the Agreement; Authorizing the Mayor or his Designee to Execute the Agreement and all other Necessary Documents; Approving a supplemental appropriation in the amount of $123,328.34 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD).

(Leisure Services)

(Public Works)

9. Accepting Addendum No. 2 in an amount not to exceed $207,791.74 submitted by Air Mechanical & Service Corp (AMSCO) to the Control Estimate dated December 30, 2018 for AMSCO to upgrade and replace the City Hall Fire Alarm system as part of the City Hall HVAC Upgrades Project; providing that the total Control Estimate for the City Hall HVAC Upgrades Project shall not exceed $5,894,477.81; authorizing the Mayor or his designee to execute the Third Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida and AMSCO dated August 25, 2017, as amended, to incorporate Addendum No. 2 into the Control Estimate; authorizing the City Attorneys office to make non-substantive changes to the Third Amendment; approving a transfer in the amount of $210,000 from the unappropriated balance of the General Fund (0001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $210,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the MOB Repairs and Improvements Project (Engineering No. 16229-119; Oracle No. 14607).

(Appointments)

(Miscellaneous)

10. Approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Transmap Inc. (A/E), dated December 13, 2018, for A/E to provide, collect, and process additional asset information for the Pavement Management System Upgrade and Implementation Project, in an amount not to exceed $140,000; providing that the total contract amount shall not exceed $425,000; authorizing the City Attorneys office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute the first Amendment; and providing an effective date (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, 16331 and 16678).

11. Authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (Artist), for Artist to design, develop and install 3 additional cast pelicans in the green area depicted in Attachment 1 to the First Amended Exhibit A at the New St. Pete Pier for a firm fixed price of $21,000; authorizing the city attorney to make non-substantive changes to the first amendment; recognizing a donation from the Community Foundation of Tampa Bay in the amount of $7,000 to be used towards the purchase of one pelican at the New St. Pete Pier; approving a supplemental appropriation in the amount of $21,000 from the unappropriated balance of the Arts in Public Places Fund (1901), partially resulting
from the above donation, to the Mayors Office Department, Office of Cultural Affairs (020-1777). [MOVED TO REPORTS AS ITEM E-3]

12. Authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida, and Nick Ervinck (“Artist”), for artist to design, develop and oversee installation of a piece of exterior art entitled “Olnetopia” in the southwest corner of the lawn bowl area of the City’s New St. Pete Pier™ for a total firm fixed price of $137,000 (“Agreement”) and all other documents necessary to effectuate this transaction; authorizing the City Attorney’s office to make non-substantive changes to the agreement; approving a supplemental appropriation in the amount of $137,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the Mayor’s Office, Cultural Affairs Division (020-1777); providing that this Resolution shall supersede Resolution No. 2019-27 and that the prior supplemental appropriation included in Resolution No. 2019-27 is nullified. [MOVED TO REPORTS AS ITEM E-4]


14. A resolution calling for a non-partisan municipal primary election for the nomination of candidates for Council Members representing Districts 1, 3, 5, and 7.

15. Approving a contract with the Pinellas County Supervisor of Elections for support services for the 2019 Primary Election.
Note: An Meeting Agendalisting of upcoming City Council meetings.

**Budget, Finance & Taxation Committee**  
*Thursday, May 30, 2019, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, May 30, 2019, 9:25 a.m., Room 100*

**Housing, Land Use & Transportation Committee**  
*Thursday, May 30, 2019, 10:50 a.m., Room 100*

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

**Legislative Affairs & Intergovernmental Relations Committee**  
*Thursday, May 30, 2019, 2:00 p.m., Room 100*

*Committee of the Whole: Charter Referendum - Allow Acceptance of Grants for Park Conservation Purposes; Charter Referendum - Affordable Housing Fund; Sign Ordinance - Pier*  
*Thursday, May 30, 2019, 3:00 p.m., Room 100*

**CRA/Agenda Review**  
*Monday, June 10, 2019, 9:30 a.m., Room 100*

**Budget, Finance & Taxation Committee**  
*Thursday, June 13, 2019, 8:00 a.m., Room 100*

**Public Services & Infrastructure Committee**  
*Thursday, June 13, 2019, 9:25 a.m., Room 100*

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

**Committee of the Whole: Updated Ordinance for HCIP Fund**
City Council Meeting
Thursday, June 13, 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))
The following page(s) contain the backup material for Agenda Item: City-initiated request to amend the Comprehensive Plan pertaining to housing initiatives, replacing the Coastal High Hazard Area map, and updating the Vision 2020 Special Area Plan; and proposed amendments to the Land Development Regulations pertaining to housing initiatives. (City Files: LGCP-2019-01 and LDR-2019-03)
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of June 6, 2019

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


ORDINANCE ___-H, amending the Comprehensive Plan definitions, Future Land Use Element, and Coastal Management Element.

ORDINANCE ___-H amending Chapter 16, City Code of Ordinances (Land Development Regulations), pertaining to housing initiatives, including reducing the minimum unit size and parking requirements for multifamily development, adjusting parking and design standards for affordable and workforce residential units, and reducing the minimum land area for an accessory dwelling unit.

RESOLUTION 2019-__ transmitting the proposed Comprehensive Plan amendments for expedited state, regional and county review, in accordance with Chapter 163, Florida Statutes.

RESOLUTION 2019-__ approving the update to the Vision 2020 Special Area Plan and transmitting to Forward Pinellas, for consistency review in accordance with the Countywide Plan Rules.

A detailed analysis is provided in the attached staff reports.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Development Review Commission (DRC): On May 1, 2019, The DRC held a public hearing regarding the text amendment to the Land Development Regulations and voted 6 to 1 to recommend APPROVAL.

Community Planning & Preservation Commission (CPPC): On May 14, 2019, the CPPC held a public hearing regarding the Comprehensive Plan text amendment and Special Area Plan update and voted 7 to 0 to recommend APPROVAL. Commissioners requested further information on the wastewater facility impact analysis and wet-weather capacity.
Recommended City Council Action: 1) CONDUCT the first reading and first public hearing of the attached proposed ordinances; 2) APPROVE the update to the Vision 2020 Special Area Plan; 3) APPROVE transmittal of the attached resolutions; AND 4) SET the second reading and adoption public hearing for August 15, 2019.

Attachments: Ordinance (2), Resolutions (2), DRC Staff Report, CPPC Staff Report and Draft Minutes
ORDINANCE NO. ___-H

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING CHAPTER 1, GENERAL INTRODUCTION, TO ADD A DEFINITION FOR ACCESSORY DWELLING UNIT AND TO REVISE THE DEFINITION OF COASTAL HIGH HAZARD AREA; AMENDING CHAPTER 3, FUTURE LAND USE ELEMENT, TO PERMIT ACCESSORY DWELLING UNITS IN THE RESIDENTIAL LOW, RESIDENTIAL URBAN, RESIDENTIAL LOW MEDIUM, RESIDENTIAL MEDIUM, RESIDENTIAL HIGH, RESIDENTIAL/OFFICE GENERAL, COMMUNITY REDEVELOPMENT DISTRICT, PLANNED REDEVELOPMENT-RESIDENTIAL, AND PLANNED REDEVELOPMENT-MIXED USE PLAN CATEGORIES; ALLOWING AN INCREASE IN DENSITY WITHIN THE PLANNED REDEVELOPMENT-RESIDENTIAL AND PLANNED REDEVELOPMENT-MIXED USE PLAN CATEGORIES WHEN LOCATED OUTSIDE THE COASTAL HIGH HAZARD AREA AND ABUTTING A MAJOR STREET; REVISING THE TABLE SHOWING COUNTYWIDE PLAN MAP CATEGORIES AND THE CITY’S CORRESPONDING FUTURE LAND USE MAP CATEGORIES; AMENDING CHAPTER 5, COASTAL MANAGEMENT ELEMENT, REPLACING MAP 15, TITLED COASTAL HIGH HAZARD AREA, WITH AN UPDATED MAP 15; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, consistent with the requirements of the Community Planning Act, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, objectives and policies to guide the development and redevelopment of the City; and

WHEREAS, the City Administration has initiated text amendments to the Comprehensive Plan pertaining to housing initiatives and updating the Coastal High Hazard Area map; and

WHEREAS, the Community Planning & Preservation Commission of the City has reviewed the proposed amendments to the Comprehensive Plan at a public hearing on May 14, 2019 and has recommended approval; and

WHEREAS, the City Council, after taking into consideration the recommendations of the Community Planning & Preservation Commission and the City Administration, and the comments received during the public hearing conducted on this matter, finds that the proposed amendments to the Comprehensive Plan are appropriate; now, therefore

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:
Section 1. Definitions in Chapter 1, General Introduction, of the St. Petersburg
Comprehensive Plan are hereby amended as follows:

Accessory Dwelling Unit – An ancillary or secondary living unit, that has a separate
kitchen, bathroom, and sleeping area, existing either within the same structure, or on the
same lot, as the primary dwelling unit. Accessory dwelling units are not counted against
the otherwise applicable maximum dwelling units per acre density standard when
accessory to a single-family dwelling unit.

Coastal High Hazard Area (CHHA) also referred to as the Coastal High Hazard Zone
(CHHZ) – The Area below the elevation of the Category 1 storm surge line as established
by a Sea, Lake and Overland Surges from Hurricanes (”SLOSH”) computerized storm
surge model as reflected in the most recent Statewide Regional Evacuation Study for the
Tampa Bay Region, Storm Tide Atlas Volume 7 prepared by the Tampa Bay Regional
Planning Council and approved in August 2010 July 2016.

Section 2. Policy LU3.1.A.1. in Chapter 3, Future Land Use Element, of the St.
Petersburg Comprehensive Plan is hereby amended to read as follows:

Residential Low (RL) - Allowing low density residential uses not to exceed 5.0
dwelling units per net acre; residential equivalent uses not to exceed 3 beds per
dwelling unit; non-residential uses allowed by the land development regulations up to floor
area ratio of 0.40. Accessory dwelling units are permitted and may be excluded from the
residential density calculation when accessory to a single-family dwelling unit, in
accordance with the Land Development Regulations (LDRs). An ancillary non-residential
use which exceeds three (3) acres, a transportation/utility use which exceeds three (3)
acres, or an institutional use (except public educational facilities which are not subject to
this threshold) which exceeds five (5) acres, whether alone or when added to existing
contiguous like use(s), shall require a Future Land Use map amendment that shall include
such use and all contiguous like uses.

Section 3. Policy LU3.1.A.2. in Chapter 3, Future Land Use Element, of the St.
Petersburg Comprehensive Plan is hereby amended to read as follows:

Residential Urban (RU) - Allowing low density residential uses not to exceed 7.5
dwelling units per net acre; residential equivalent uses not to exceed 3 beds per
dwelling unit; non-residential uses allowed by the land development regulations up to a
floor area ratio of 0.40. Accessory dwelling units are permitted and may be excluded from the
residential density calculation when accessory to a single-family dwelling unit, in
accordance with the Land Development Regulations (LDRs). An ancillary non-residential
use which exceeds three (3) acres, a transportation/utility use which exceeds three (3)
acres, or an institutional use (except public educational facilities which are not subject to this
threshold) which exceeds five (5) acres, whether alone or when added to existing
contiguous like use(s), shall require a Future Land Use map amendment that shall include
such use and all contiguous like uses.
Section 4. Policy LU3.1.A.3. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

Residential Low Medium (RLM) - Allowing low to moderately intensive residential development not to exceed 10.0 dwelling units per acre; residential equivalent uses not to exceed 3 beds per dwelling unit; and non-residential uses allowed by the land development regulation up to a floor area ratio of 0.50. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

Section 5. Policy LU3.1.A.4. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

Residential Medium (RM) - Allowing medium density residential uses not to exceed 15 dwelling units per net acre; residential equivalent uses not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.5. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

Section 6. Policy LU3.1.A.5. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

Residential High (RH) - Allowing high density residential uses not to exceed the 30 units per net acre; Residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.6. Application of this category shall be limited to areas within or adjacent to activity centers. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.
Section 7. Policy LU3.1.B.1. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

Residential/Office General (R/OG) - Allowing mixed use office, office park, research and development, and medium density residential up to a floor area ratio of 0.5 and a net residential density of 15 dwelling units per acre. When located within an activity center the net maximum residential density may increase to 30 units/acre and the maximum floor area ratio to 1.0. Personal/office service uses are not to exceed 5,000 square feet in floor area; and no combination of such uses in any single multi-tenant building or, in the alternative, any group of buildings that are integral to and function as part of a unified project, shall exceed ten (10) percent of the total area of said buildings. Residential equivalent uses are not to exceed 3 beds per dwelling unit. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

Section 8. Policy LU3.1.E.5. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

Community Redevelopment District (CRD) - It is the purpose of this category to provide for the unique and specific needs of those community and neighborhood areas that are planned for redevelopment and revitalization. Application of this district shall require that a Special Area Plan be adopted by City Council and approved by the Countywide Planning Authority (CPA). A brief description of the purpose and intent of the area plan, that includes the intended mix of land uses and densities or intensities of uses, and any consideration or protection of historical/ archeological resources shall be referenced in the Future Land Use Element at the time the CRD designation is applied to the redevelopment area. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs).

Section 9. Policy LU3.1.F.1. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

Planned Redevelopment – Residential (R) - Allowing low to medium moderate density single-family residential uses, where either single family residential or single family with accessory residential development may co-exist, however, when located outside of the Coastal High Hazard Area, and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan, as established in the special area plan. Multifamily residential uses are not permitted. Residential equivalent uses are not to exceed 3 beds per dwelling unit; non-
residential uses allowed by the land development regulations up to a floor area ratio of 0.50. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the LDRs. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses.

Section 10. Policy LU3.1.F.2. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

Planned Redevelopment – Mixed Use (MU) - Allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre; however, when located outside of the Coastal High Hazard Area, and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan. Accessory dwelling units are permitted and may be excluded from the residential density calculation, in accordance with the LDRs. Higher densities and intensities are acceptable within activity centers but not exceeding a floor-area-ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 45 units per acre. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development, Commercial Recreation, and Light Manufacturing/Assembly (Class A) uses shall be allowed in this plan category only on the basis of and pursuant to local government standards which address, as a minimum, the following criteria in relationship to the nature of the proposed use: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

Section 11. Policy LU3.1.G. in Chapter 3, Future Land Use Element, of the St. Petersburg Comprehensive Plan is hereby amended to read as follows:

<table>
<thead>
<tr>
<th>Countywide Plan Map Categories</th>
<th>Corresponding Future Land Use Map Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential High</td>
<td>Residential High, and Planned Redevelopment-Residential when abutting a major street and located outside the Coastal High Hazard Area.</td>
</tr>
<tr>
<td>Multimodal Corridor</td>
<td>Planned Redevelopment-Mixed Use, and Planned Redevelopment-Residential when abutting a major street and located outside the Coastal High Hazard Area.</td>
</tr>
</tbody>
</table>

**Section 12.** Map 15, Coastal High Hazard Area, of the St. Petersburg Comprehensive Plan is deleted and replaced with the updated 2016 Coastal High Hazard Area map.

**Section 13.** Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

**Section 14.** Coding. Words in struck-through type shall be deleted. Underlined words constitute new language that shall be added; however, in those sections being amended where underlined text already exists, double underlined words constitute new language that shall be added. Provisions not specifically amended shall continue in full force and effect.

**Section 15.** Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete, unless there is a timely administrative challenge in accordance with Section 163.3184(5), F.S., in which case the ordinance shall not become effective unless and until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment(s) to be in compliance. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as described above.

**REVIEWED AND APPROVED AS TO FORM AND CONTENT:**

[Signature]

City Attorney (or Designee)
00451667.docx

5/23/19

Date

[Signature]

Planning & Development Services Dept.

5/23/19

Date
ORDINANCE NO. ___-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING CHAPTER 16 OF THE CITY CODE OF ORDINANCES; AMENDING THE USE PERMISSIONS, PARKING AND ZONING MATRIX; AMENDING THE ADMINISTRATIVE ADJUSTMENT STANDARDS FOR MINIMUM NUMBER OF PARKING SPACES REQUIRED; AMENDING DEVELOPMENT, BUILDING, AND SITE DESIGN STANDARDS; AMENDING DEFINITIONS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA, DOES ORDAIN:

Section 1. Section 16.10.020.1. - Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to replace, in its entirety, the existing definition for an “Accessory, Dwelling Unit” use with the following language:

An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary detached single-family house. Accessory dwelling units are not counted against the otherwise applicable maximum dwelling units per acre density standard. (see Use Specific Development Standards)

Section 2. Section 16.10.020.1. - Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to revise the existing definition for the “Dwelling, Multi-Family” use to read as follows:

A building designed for or occupied by two or more families (on the basis of monthly, or longer occupancies, or ownership of individual units) with separate cooking, bathroom and sleeping facilities for each unit. Motels, hotels, and other transient accommodation uses are not multiple-family dwellings. Accessory uses include clubhouses, recreational and laundry facilities. Minimum gross floor area shall be, for an efficiency/studio unit 375 sf; one-bedroom unit 500 sf; two bedroom unit 750 sf; for dwelling units with more than two bedrooms, an additional 200 sf for each additional bedroom.

Section 3. Section 16.10.020.1. - Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to reduce the minimum number of parking spaces required for the “Dwelling, Multi-Family” use to read as follows:
<table>
<thead>
<tr>
<th>Land Use</th>
<th>Traditional</th>
<th>Suburban</th>
<th>Downtown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling, Multi-Family</td>
<td>More than 750 square feet: 0.75 ± per unit up to 2 bedrooms, plus 0.5 for each additional bedroom; Equal to or less than 750 square feet: 0.50 per unit</td>
<td>More than 750 square feet: 1.25 ± per unit up to 2 bedrooms, plus 0.5 for each additional bedroom; Equal to or less than 750 square feet: 0.75 per unit</td>
<td>More than 750 square feet: 1 per unit; Equal to or less than 750 square feet: zero (0) per unit</td>
</tr>
</tbody>
</table>

Section 4. Section 16.20.010.11. of the St. Petersburg City Code is hereby amended to revise the building form and the wall composition and transparency standards for certified affordable and workforce housing to read as follows:

* * *

**Building form.**

1. The front porch shall be elevated at least 12 inches above the abutting finished grade level as measured abutting the porch at the front entry. For Certified Affordable/Workforce Housing, the required minimum elevation shall be 8-inches, and the pedestrian walkway at the entrance may be graded to allow zero step entrance in accordance with the City Visitability ordinance, provided that all other areas of the porch meet the 8-inch minimum above the abutting finished grade.

2. The front façade of a building shall create a width-to-height ratio of no more than 1:1. Buildings that exceed the width-to-height ratio of 1:1 shall feature architectural fenestration creating a bay system that divides the building design into a maximum ratio of 1:1. This may be done through pilasters, arcades, building line and roof line offset sets, materials and other appropriate architectural features.

**Wall composition and transparency.** Wall composition standards ensure that ground-level storefronts and multifamily and single-family residential buildings offer attractive features to the pedestrian. Wall composition standards also mitigate blank walls and ensure that all sides of a building have visual interest. Transparency enhances visual connections between activities inside and outside buildings, thereby improving pedestrian safety. The following criteria shall not apply to accessory structures.

1. Doors, windows and other appropriate fenestration, architectural details, and features shall be incorporated into all sides of a building. There shall be no blank facades, except that garages located at the rear one-third of the lot may have blank facades but not on the street side. No portion of a facade shall contain a blank area greater than 16 feet in width.
2. At least 30 percent of primary and secondary street facades shall consist of fenestration or architectural details and features. At least 20 percent of the front two-thirds of interior side facades shall consist of fenestration or architectural details and features. At least ten percent of the rear façade on corner lots and through lots shall consist of fenestration or architectural details and features. At least 50 percent of the required fenestration shall be transparent (i.e., window glass). For Certified Affordable/Workforce Housing, the primary and secondary street facades minimum shall be 20-percent and the interior side yard facade minimum shall be 15-percent.

For yards on through-lots see the dimensional regulations and lot characteristics section.

*   *   *

Section 5. Section 16.40.090.3.2.C. of the St. Petersburg City Code is hereby amended to revise the existing adjustment for workforce and affordable housing and add a new adjustment for proximity to high frequency transit routes to read as follows:

*   *   *

9. Workforce and affordable housing. Where committing at least 50% of the total no. of dwelling units for occupancy as affordable to low-income households, as defined in chapter 17.5, City Code, and for a duration of 15 yrs. or more, the development may hold open space in landscape reserve for future parking needs:
   * Up to 25% of the min. no. of required spaces and their associated drive lanes may be held in reserve as unimproved open space;
   * Additional 25% may be held in reserve if located within 1/8 mile of a transit stop serving at least two different transit routes; or
   * Additional 25% may be held in reserve if located or if the development is not located within 1/8 mile of a transit stop, but is located within 1/4 mile of a transit stop serving at least two different routes

Workforce and affordable housing. Where committing at least 50-percent of the total number of dwelling units for occupancy as Certified Affordable/Workforce Housing, the minimum number of parking spaces required may be reduced by 10-percent. For Certified Affordable/Workforce Housing units that are also classified [senior age-restricted], the minimum number of parking spaces required may be reduced an additional 5-percent for a combined 15-percent reduction.

10. Proximity to High-Frequency Transit Routes. Where a property, in whole or part, is located within 1/8-mile of a high frequency transit route, defined as a route with a scheduled weekday peak hour headway of 30-minutes or better, the minimum number of parking spaces required may be reduced by 10-percent. High frequency transit routes located on the Interstate 275 do not qualify for this adjustment. This 10-percent reduction may be combined with the reductions allowed for Certified Affordable/Workforce Housing and senior age restricted housing.

Section 6. Section 16.50.010.5.1.A.1. of the St. Petersburg City Code is hereby amended to revise the minimum lot area to read as follows:
1. The lot area shall be at least 5,800 square feet.

Section 7. Section 16.90.020.3. of the St. Petersburg City Code is hereby amended to add a definition, in alphabetical order, for certified affordable and workforce housing to read as follows:

Certified affordable/workforce housing means any single-family home designated through the City's Affordable/Workforce housing program.

Section 8. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 9. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 10. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

REVIEWED AND APPROVED AS TO FORM AND CONTENT:

[Signature]
City Attorney (or Designee)

5/23/19
Date

[Signature]
Planning & Development Services Dept.

5-23-19
Date
RESOLUTION NO. 2019-__

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

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

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

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

That the Comprehensive Plan text amendments acted on by the City of St. Petersburg Community Planning & Preservation Commission on May 14, 2019 attached to this resolution, be transmitted for state, regional and county review pursuant to Section 163.3184(3), Florida Statutes (Expedited State Review Process).

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT: City File: LGCP-2019-01

PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE

CITY ATTORNEY (designee) DATE
RESOLUTION NO. 2019- ___

A RESOLUTION APPROVING AN UPDATE TO THE CITY OF ST. PETERSBURG VISION 2020 SPECIAL AREA PLAN, AND APPROVING TRANSMITTAL TO FORWARD PINELLAS FOR A CONSISTENCY REVIEW IN ACCORDANCE WITH THE COUNTYWIDE PLAN RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, with significant public input and with an overriding theme of Neighborhoods, Corridors and Centers, St. Pete VISION 2020 was adopted by the City Council in October 2002;

WHEREAS, based upon the VISION 2020 document, the Comprehensive Plan was amended, the land development regulations re-written, and the entire City rezoned, all with an effective date of September 10, 2007;

WHEREAS, the Countywide Plan Rules mandated the preparation of a special area plan because the City was adopting the Planned Redevelopment-Residential, Planned Redevelopment-Mixed Use and Planned Redevelopment-Commercial Comprehensive Plan categories, as well as adopting a Workforce Housing Density Bonus Program, all of which permitted densities, floor-area-ratios or uses that surpassed what the Countywide Plan Rules allowed;

WHEREAS, St. Petersburg Vision 2020 Special Area Plan (SAP) was prepared in accordance with the Countywide Plan Rules and approved by City Council resolution in April 2007;

WHEREAS, changes and updates to the Vision 2020 SAP were approved by City Council resolution in 2008, 2010 and 2014, and forwarded in each instance to the Pinellas Planning Council (now known as Forward Pinellas) for consistency review with the Countywide Rules;

WHEREAS, a new update to the Vision 2020 SAP has been prepared by City staff, in part to implement housing initiatives, including increasing density in the Planned Redevelopment-Residential and Planned Redevelopment-Mixed Use categories, addressing accessory dwelling units, and increasing Workforce Housing Density Bonus; and

WHEREAS, the proposed changes to the Vision 2020 SAP, summarized in Exhibit A, were recommended for approval by the Community Planning & Preservation Commission on May 14, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida:
That the St. Petersburg Vision 2020 Special Area Plan update, summarized in Exhibit A, be approved, and transmitted to Forward Pinellas for consistency review with the Countywide Plan Rules.

This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

[Signature]
PLANNING & DEVELOPMENT SERVICES DEPARTMENT

[Signature]
CITY ATTORNEY (designee)

5-31-19
DATE

5/23/19
DATE
Exhibit A

- Updated maps depicting the areas of the City designated Planned Redevelopment-Residential, Planned Redevelopment-Mixed Use and Planned Redevelopment-Commercial

- Revised descriptions of the Planned Redevelopment-Residential and Planned Redevelopment-Mixed Use categories, allowing for increased density

- Updated Workforce Housing Density Bonus Program (as amended by Ordinance 339-H, adopted on August 23, 2018 and set forth in Chapter 17.5, Article V, City Code)

- Miscellaneous changes including updated tables, land development regulation (LDR) references and web page addresses, reformatted narrative and deletion of obsolete language
Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Development Services Department,
Urban Planning and Historic Preservation Division

For Public Hearing on Tuesday, May 14, 2019
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LGCP 2019-01

This is a City-initiated application requesting that the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the following text amendments to the Comprehensive Plan pertaining to housing initiatives, updating the Coastal High Hazard Area map per Florida Statutes 163.3178(8)(c), and updating the Vision 2020 Special Area Plan (SAP).

APPLICANT INFORMATION

APPLICANT: City of St. Petersburg
175 5th Street North
St. Petersburg, Florida 33712

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

INTRODUCTION

In response to growing concerns about housing affordability, the City has initiated a housing development and affordability initiative that includes new and improved housing programs and text amendments to the City’s Comprehensive Plan and Land Development Regulations (LDRs). The proposed text amendments to the Comprehensive Plan support forthcoming LDR changes intended to generate a variety of more affordable dwelling units in response to market demands of first-time home buyers, smaller families, couples, retirees looking to age in place, adults with disabilities, car-free households, and many others.

The proposed amendments are associated with the goals and recommendations of numerous community stakeholder and outreach efforts as detailed in the background section below. The goal of broadening the housing market to provide for a variety of lifestyle needs across the economic spectrum ultimately supports a more vibrant, livable community.
REQUEST

The City is requesting a set of housing related text amendments in support of generating a variety of housing options to accommodate the evolving needs of the City’s diverse population demographic. Further amendments to the Land Development Regulations, to include Section 16.10.020.1 – Use Permissions and Parking Requirements Matrix, are necessary before these uses are permitted in a specific zoning district.

New definitions are proposed that define Accessory Dwelling Units (ADU) and Missing Middle Housing typologies. The accessory dwelling unit definition is further incorporated into various land use designations that allow for single family residential dwelling units, where if a zoning district allows an ADU as a permitted accessory use, it will not count against the otherwise applicable maximum dwelling units per acre density standard. Accessory dwelling units have many positive attributes that make them a valuable component of the City’s housing stock. They provide quality affordable life-cycle housing in existing neighborhoods and supplemental income for the owners of the primary unit that can be used to offset mortgage and insurance costs.

The Missing Middle housing typology is defined as multi-family dwelling units that provide for a variety of smaller, multi-unit or clustering of housing types that are compatible in scale and design with the surrounding neighborhood while encouraging walking, biking, and transit use. This development pattern is ideal for providing transitional zones between denser mixed-use areas, particularly those served by transit, and surrounding lower density neighborhoods. This multi-family housing typology may be appropriate in land use categories allowing for medium residential densities, particularly when abutting a major street.

Also proposed for amendment is an update to the Coastal High Hazard Area (CHHA) definition to reference the Florida Department of Emergency Management’s (FDEM) most current map release of July 2016. This change will also update Map 15 in the Comprehensive Plan that depicts current CHHA boundaries. This amendment is necessary to insure compliance with Florida Statutes, 163.3178(8)(c). No other policy amendments associated with the CHHA are proposed.

BACKGROUND

This application includes a set of proposed text amendments extending from a community-wide discussion relating to housing affordability. The multi-year, multi-disciplinary discussion has included many aspects of, and factors influencing, housing affordability.

In Spring of 2017, City Development Administration and Planning and Development Services staff began evaluating a private-sector proposal to expand allowances for detached, row houses. By the Fall of 2017, this research evolved into a more comprehensive review of the City’s existing housing programs and land use and zoning strategies.

On March 22, 2018, and again on April 19, 2018, the City Council convened as the Committee of the Whole (COW) and received detailed presentations from the City’s Housing Department and Planning and Development Services Department. The purpose of the first meeting was to review existing programs, land use and zoning policies. The second meeting reviewed key considerations and possible next steps.

Following the COW, a series of public engagement meetings were hosted at the Main Library throughout the Summer of 2018:

- At the first two meetings, attendees discussed density, building typologies, and the potential creation of one or more zoning categories to provide a variety of urban housing choices in medium-density building types including single-family houses, accessory dwelling units, duplexes, small multiplexes, bungalow courts ("tiny" houses), courtyard buildings, detached row houses ("skinny"), townhouses, and large multiplexes.
• At the third meeting, attendees discussed transportation initiatives, parking regulations (minimum requirements based on land-use type), existing parking reductions, and proposed parking reductions based on land use type (e.g. affordable and workforce housing) or geographic proximity to major streets, multi-modal transit options, activity centers, and community redevelopment areas.

• At the fourth meeting, attendees discussed affordability initiatives, including different funding mechanisms, housing assistance programs, affordable housing initiatives in the South St. Petersburg Community Redevelopment Area, and Fenny for Pinellas affordable housing funding.

• At the fifth and final meeting in the series, attendees discussed affordable and workforce housing density bonuses, recalibrating development bonuses within the Downtown Center to prioritize affordable and workforce housing units, and establishing additional activity centers throughout the City.

Since the initial series of public engagement meetings, City staff has been working with related stakeholders including the Pinellas Realtors Organization (PRO), St. Petersburg Area Chamber of Commerce, Council of Neighborhood Associations (CONA), Forward Pinellas (countywide land planning agency), City’s Housing Land Use and Transportation Committee (HLUT), and the City’s Community Housing Policy Group (CHPG). The concepts outlined in this proposal extend from input received during these discussions.

The specific set of recommendations included herein were recently presented to the HLUT Committee on February 28, 2019. Following the staff presentation and discussion, Committee members requested that City staff initiate an application including the proposed text amendments, as follows.

**LGCP 2019-01: PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT**

Definitions in Chapter 1, General Introduction, are proposed to be amended (in strike-through and underline format) as follows:

**Accessory Dwelling Unit** – An ancillary or secondary living unit, that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary dwelling unit. Accessory dwelling units are not counted against the otherwise applicable maximum dwelling units per acre density standard when accessory to a single-family dwelling unit.

**Coastal High Hazard Area (CHHA)** also referred to as the Coastal High Hazard Zone (CHHZ) – The Area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (“SLOSH”) computerized storm surge model as reflected in the most recent Statewide Regional Evacuation Study for the Tampa Bay Region, Storm Tide Atlas Volume 7 prepared by the Tampa Bay Regional Planning Council and approved in August 2014 July 2016.

**Missing Middle Housing** – Housing that encompasses a range of smaller, multi-unit or clustered housing types (such as shotgun, skinny, duplex, triplex, fourplex, courtyard apartment, bungalow court, townhouse, multiplex, and live/work units), which are compatible in scale and design with single-family homes, and are designed to encourage walking, biking, and transit use.

Policy LU3.1 in Chapter 3, the Future Land Use Element is proposed to be amended as follows:

A. Residential Categories
1. **Residential Low (RL)** - Allowing low density residential uses not to exceed 5.0 dwelling units per net acre; residential equivalent uses not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.40. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/ utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

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

3. **Residential Low Medium (RLM)** - Allowing low to moderately intensive residential development not to exceed 10.0 dwelling units per acre; residential equivalent uses not to exceed 3 beds per dwelling unit; and non-residential uses allowed by the land development regulation up to a floor area ratio of 0.50. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

4. **Residential Medium (RM)** - Allowing medium density residential uses not to exceed 15 dwelling units per net acre; however, when located outside of the Coastal High Hazard Area, only when abutting a major street as depicted on the Future Major Streets Map (Map 20), 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs). Residential equivalent uses not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.5. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the LDRs. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.
5. **Residential High (RH)** - Allowing high density residential uses not to exceed the 30 units per net acre; Residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.6. Application of this category shall be limited to areas within or adjacent to activity centers. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

**B. Commercial and Mixed Use Categories**

1. **Residential/Office General (R/OG)** - Allowing mixed use office, office park, research and development, and medium density residential up to a floor area ratio of 0.5 and a net residential density of 15 dwelling units per acre. When located within an activity center the net maximum residential density may increase to 30 units/acre and the maximum floor area ratio to 1.0. Personal/office service uses are not to exceed 5,000 square feet in floor area; and no combination of such uses in any single multi-tenant building or, in the alternative, any group of buildings that are integral to and function as part of a unified project, shall exceed ten (10) percent of the total area of said buildings. Residential equivalent uses are not to exceed 3 beds per dwelling unit. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs). An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use map amendment that shall include such use and all contiguous like uses.

2. **Commercial General (CG)** – Allowing the full range of commercial uses including retail, office, and service uses up to a floor area ratio of 0.55, and residential uses not to exceed 24 dwelling units per acre. Transient Accommodation Uses shall not exceed 40 units per net acre, or in the alternative, upon adoption of the provisions for compliance with Section 5.2.1.3, 60 units per acre if the project is in compliance with the requirements of Section 4.2.7.6 of the Countywide Plan Rules and the density and intensity standards set forth in Table 3 therein. Residential equivalent uses shall not exceed 3 beds per dwelling unit. Non-residential uses shall not exceed an impervious surface ratio of 0.90, except as provided for in Section 4.2.7.6 5.2.1.3 of the Countywide Plan Rules. Public/Semi-Public or Ancillary Non-Residential uses, alone or when added to existing contiguous like uses which exceeds or will exceed five (5) acres shall require a land use plan amendment which shall include such use and all contiguous like uses. Light Manufacturing/ Assembly (Class A) and Research/Development uses shall be allowed in this plan category only after the nature of the proposed use has been determined and the following criteria are considered: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste, hazardous waste, and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

3. **Central Business District (CBD)** <no change>
C. Industrial Category <no change>

D. Public Semi-Public Categories <no change>

E. Special Designations

1. Historic Properties and Districts <no change>
2. Water/Drainage Feature (W/DF) <no change>
3. Activity Center (AC) Overlay <no change>
4. Activity Center (AC) <no change>

5. **Community Redevelopment District (CRD)** - It is the purpose of this category to provide for the unique and specific needs of those community and neighborhood areas that are planned for redevelopment and revitalization. Application of this district shall require that a Special Area Plan be adopted by City Council and approved by the Countywide Planning Authority (CPA). A brief description of the purpose and intent of the area plan, that includes the intended mix of land uses and densities or intensities of uses, and any consideration or protection of historical/archeological resources shall be referenced in the Future Land Use Element at the time the CRD designation is applied to the redevelopment area. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the Land Development Regulations (LDRs).
   a. The Bayboro Harbor Redevelopment Area <no change>
   b. The Port of St. Petersburg <no change>

6. Resort Facilities Overlay (RFO) <no change>
7. Scenic/Non-Commercial Corridor <no change>
8. Transit Oriented Development (TOD) Overlay <no change>
9. Target Employment Center (TEC) Overlay <no change>

F. Planned Redevelopment Categories

1. **Planned Redevelopment – Residential (R)** - Allowing low to medium moderate density single-family residential uses, where either single-family residential or single-family with accessory residential development may exist not to exceed 15 dwelling units per net acre; however, when located outside of the Coastal High Hazard Area, only when abutting a major street as depicted on the Future Major Streets Map (Map 20), 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan, as established in the special area plan. Multifamily residential uses are not permitted. Residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.50. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the LDRs and special area plan. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses.
2. **Planned Redevelopment – Mixed Use (MU)** - Allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre; however, when located outside of the Coastal High Hazard Area, only when abutting a major street as depicted on the Future Major Streets Map (Map 20). 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan. Accessory dwelling units are permitted and may be excluded from the residential density calculation, in accordance with the LDRs and special area plan. Higher densities and intensities are acceptable within activity centers but not exceeding a floor-area-ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 45 units per acre. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development, Commercial Recreation, and Light Manufacturing/Assembly (Class A) uses shall be allowed in this plan category only on the basis of and pursuant to local government standards which address, as a minimum, the following criteria in relationship to the nature of the proposed use: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

1. Planned Redevelopment – Commercial (C) <no change>

G. Table Showing Countywide Plan Map Categories and Corresponding Future Land Use Map Categories <no change>

Section 12. The Coastal Management Element issue titled Coastal High Hazard Areas is amended as follows:

**ISSUE:** Coastal High Hazard Areas

The coastal high hazard area ("CHHA") is defined as the area below the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes ("SLOSH") computerized storm surge model as reflected in the most recent Statewide Regional Evacuation Study for the Tampa Bay Region, Storm Tide Atlas Volume 7 prepared by the Tampa Bay Regional Planning Council and approved in August 2010 July 2016, and includes areas that have experienced severe damage or are scientifically predicted to experience damage from storm surge, waves, and erosion. The CHHA is shown on Map 15. In a worst case scenario (i.e., Category 5 storm) most of the City would be vulnerable to storm surge. Areas with historical damages are primarily located within the CHHA, as defined in Section 1.7 of the General Definitions in Chapter 1, General Introduction. Growth in the CHHA puts public expenditures and lives at risk.

Update to the following Comprehensive Plan Map:

See attachment 2, Map 15 – Coastal High Hazard Area (CHHA) 2016 update.
LAND USE IMPACT ANALYSIS

Potential facility impacts anticipated by the proposed density changes to the RM, PR-R and PR-MU land use categories are identified below based on the adopted Level of Service (LOS) standard. The LOS analysis concludes that the City maintains a substantial excess capacity for potable water, sanitary sewer, solid waste, drainage and recreation to support the proposed density increase. Upon application for site plan review, or development permits, a full concurrency review will be completed to determine whether or not the proposed development may proceed. The property owner must comply with all laws and ordinances in effect at the time development permits are requested.

Potable Water
Under the existing inter-local agreement with Tampa Bay Water (TBW), the region’s local governments are required to project and submit each year the anticipated water demand for the following year. TBW is contractually obligated to meet the City’s and other member government’s water supply needs. The City’s adopted LOS standard is 125 gallons per capita per day (gpcd), while the actual current usage equates to approximately 81 gpcd. The City’s overall potable water demand is approximately 29 million gallons per day (mgd), while the systemwide capacity is 68 mgd. Therefore, there is 58% systemwide excess capacity to support the proposed density increase.

Sanitary Sewer
The sanitary sewer LOS is based on the estimated per capita demand for capacity at the City’s Water Reclamation Facilities (WRFs). The City’s average flow rate of all three reclamation facilities for Calendar Year (CY) 2017 was 33.58 mgd, while the aggregated sanitary sewer system’s annual average capacity for its three wastewater treatment facilities was 56 mgd, resulting in an estimated excess annual average capacity of 22.42 mgd. Following several major rain events in 2016, the Water Resources Department is currently adding peak wet-weather capacity and evaluating the need for additional annual average capacity. Therefore, there is 40% excess capacity to support the proposed density increase.

Drainage
The level of service standard for drainage is implemented by the City through the review of drainage plans for new development and redevelopment. Prior to development, site plan approvals are required. At that time, City Code and SWFWMD site requirements for stormwater management criteria will be implemented.

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

Mobility
The statutory provisions for transportation concurrency were rescinded in 2011. In the absence of state-mandated transportation concurrency, the City continues to monitor the LOS for motor vehicles on major roadways and the availability of transit service for site impact review and transportation planning purposes. The majority of City roadways are operating at a low level of congestion and within the previously adopted LOS standard of “D” or better. The City continues to work with the Pinellas Suncoast Transit Authority (PSTA) to provide additional transit service in support of City growth and redevelopment.
Recreation
The City has adopted a LOS standard of 9 acres of usable recreation and open space per 1,000 population. However, the City enjoys an estimated 27 acres per 1,000 permanent and seasonal residents. With a LOS three times the adopted standard, there is excess capacity to support the proposed density increase.

Population Analysis
Potential density increases for the Residential Medium (RM), Planned Redevelopment-Residential (PR-R) and Planned Redevelopment Mixed-Use (PR-MU) Future Land Use categories resulting from the proposed changes is calculated below and further broken down into High (100%), Medium (85%) and Low (70%) percentages. The City’s current functional population is 277,518 resulting in a potential population percentage increase of 9.2% at a high estimate, 7.8% increase at a medium estimate and 6.5% increase at a low estimate. The City’s annualized growth rate over the past five years is approximately 1.3%. Therefore, the proposed amendment could potentially support the City’s growth rate for the next five to seven years.

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<th>Future Land Use Category</th>
<th>Existing Density</th>
<th>Proposed Density*</th>
<th>Change</th>
<th>Potential Acres</th>
<th>Unit Estimate</th>
<th>Occupancy Rate</th>
<th>Potential Population</th>
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</table>

*only when outside of the CHHA and abutting a major street

**CONSISTENCY with the COUNTYWIDE PLAN:**

Proposed amendments to local future land use plans and land development regulations are required to be consistent with the Countywide Plan Map and the criteria and standards set forth in the Countywide Rules. This proposed set of Comprehensive Plan amendments have been developed as part of a larger county-wide effort to support urban, walkable neighborhoods with smaller residences located in close proximity to daily destinations, while serving a broad market. Forward Pinellas planning staff are currently processing text amendments to the Countywide Rules to clarify this planning initiative and incorporate findings of their 2017 Knowledge Exchange series publication titled “Finding the Missing Middle” (attached).

Proposed housing related changes to the Countywide Rules’ definitions and policies are as follows:

**Accessory Dwelling Unit** – An ancillary or secondary living unit, in compliance with Section 163.31771, Florida Statutes, that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary dwelling unit. **Accessory dwelling units are not counted against the otherwise applicable maximum dwelling units per acre density standard.**

**Missing Middle Housing** – Housing that encompasses a range of smaller, multi-unit or clustered housing types (such as shotgun, skinny, duplex, triplex, fourplex, courtyard apartment, bungalow court, townhouse, multiplex, and live/work units), which are compatible in scale and design with single-family homes, and are designed to encourage walking, biking, and transit use.

**Policy 4.2.3.5. Affordable Housing Density/Intensity Bonus.** A density/intensity bonus may be authorized by local government to above the otherwise applicable maximum permitted density/intensity for each category as an incentive to provide affordable or Missing Middle housing. This affordable housing density/intensity bonus may permit an increase in the number of dwelling units and floor area allowed, based on the number of units which
qualify and are set aside as affordable housing units, as provided for in the local government plan and/or land development regulations. No Countywide Plan Map amendment is required to employ this density/intensity bonus.

A. In order for a local government to utilize this provision for affordable housing, the local government shall approve an affordable housing plan and corresponding land development regulations, which shall be filed with the Council. An affordable housing plan shall contain, at a minimum, the following:

1. Definitions of what qualifies as affordable housing and other terms used within the plan;

2. Maximum dwelling unit and floor area ratio bonuses, in relationship to the number and percentage of affordable units, allowable in the specified zoning districts, future land use plan categories, the local plan and/or code provisions that establish the basis for and are filed of record in support of the AC or MMC plan category, and/or applicable special area plan(s) adopted prior to August 7, 2015;

3. Manner in which affordable housing density and/or intensity bonus units are calculated relative to the otherwise allowable mixed-use density/intensity formula;

4. Provisions that commit the resulting affordable units to a minimum specified period of time; and

5. Provisions for enforcement and monitoring, including any periodic reports required to be submitted to the local government.

B. In order to utilize this provision for Missing Middle housing, as defined within these Countywide Rules, the local government shall adopt applicable land development regulations, which shall be filed with the Council and which shall contain, at a minimum, the following:

1. Definitions of what qualifies as Missing Middle housing and other terms used within the regulations;

2. Identified locations or locational characteristics appropriate for Missing Middle housing, consistent with the Forward Pinellas Finding the Missing Middle study published October 2017, incorporated by reference in Countywide Plan Strategies;

3. Methodology for determining dwelling unit and floor area ratio bonuses relative to the underlying zoning district and/or future land use category;

Therefore, City staff finds that the proposed set of housing related text amendments is consistent with the Countywide Rules and no further action is anticipated regarding the Countywide Plan.

**CONSISTENCY with the COMPREHENSIVE PLAN**

This set of Comprehensive Plan text amendments support and further the Housing Element’s goal to...facilitate the provision of decent, safe, sanitary, healthy and affordable housing in suitable neighborhoods at affordable costs to meet the needs of the present and future residents of the city, while preserving and enhancing the community’s physical and social fabric, and cultural diversity, and while protecting the interests of special needs groups, and extremely low, very low, low, and moderate-income households.

The proposed text amendments are applicable to the following Comprehensive Plan policies:

- **Policy LU 2.5**: The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.
• **LU3.26:** Land development regulations shall provide performance standards that ensure compatibility with surrounding uses.

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

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

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

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

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

• **Policy LU 21.1:** The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

• **Policy H1.3:** Review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive and overlapping requirements and resolving conflicting requirements and amending or adding other requirements in order to increase private sector participation in meeting housing needs, while continuing to insure the health, welfare and safety of the residents.

• **Policy H13.5:** The City’s LDRs shall continue to support mixed-income housing in or near employment centers and recognize the positive fiscal impacts in transit-accessible, high density locations.

• **Policy H13.6:** The City shall encourage higher density development in its Planned Redevelopment future land use map categories through implementation of the LDRs. This type of development will help reduce GHGs and minimize carbon footprints.

**VISION 2020: SPECIAL AREA PLAN Update**

With an overriding theme of Neighborhoods, Corridors and Centers, St. Pete VISION 2020 was adopted by the City Council in October 2002. This Vision document served as the blueprint for amending the Comprehensive Plan and Land Development Regulations (LDRs). The preparation and approval of the Vision 2020 Special Area Plan (SAP) in October 2006 (City Council Resolution 2006-579) coincided with the rezoning of the entire City and implementation of the new land development regulations, which became effective in September 2007. The Vision 2020 SAP was required by the Countywide Plan Rules, then administered by the Pinellas Planning Council (now known as Forward Pinellas), because of the City’s desire to utilize three new Comprehensive Plan categories: Planned Redevelopment-Residential (PR-R) Planned Redevelopment Mixed-Use (PR-MU), and Planned Redevelopment-Commercial (PR-C). The SAP also introduced the City’s Workforce Housing Density Bonus Program.
The Vision 2020 SAP reflects an original date of April 2007, as that was when the Pinellas County Board of County Commissioners, acting in their capacity as the Countywide Planning Authority, approved the SAP. The SAP has been amended three times since April 2007, largely to reflect Comprehensive Plan (Future Land Use Map) changes involving the PR-R, PR-MU and PR-C Plan categories, as well as text changes and references to the LDRs.

The following is a summary of the amendments to the Vision 2020 SAP that are now being proposed. It should be noted that Attachment 3 contains excerpts highlighting the proposed changes, including a strike-through and underline format where appropriate. The entire 102-page SAP is not attached.

- Updated maps depicting the areas of the City designated PR-R, PR-MU and PR-C
- Revised descriptions of the PR-R and PR-MU categories, allowing for increased density (consistent with the changes proposed in this report), and resulting population estimates (SAP Exhibit 7)
- Updated Workforce Housing Density Bonus Program (as amended by Ordinance 339-II, adopted on August 23, 2018 and set forth in Chapter 17.5, Article V, City Code)
- Miscellaneous changes including updated tables, LDR references and web page addresses, reformatted narrative and deletion of obsolete language

PUBLIC NOTICE

Public hearing notice was published in the Tampa Bay Times on Friday, May 3, 2019 in accordance with Florida Statutes, Section 163.3174(1).

PUBLIC HEARING PROCESS

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

SUMMARY

Based upon the analysis contained in this report, City staff finds the proposed text amendments to be consistent with the Comprehensive Plan. The proposed amendments further provisions of the Future Land Use and Housing Elements with the goal of broadening the housing market and providing for a variety of housing needs across the economic spectrum, which ultimately supports a more vibrant, livable community.

RECOMMENDATION

Staff recommends that the Community Planning and Preservation Commission, in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the Comprehensive Plan text amendments and update to the Vision 2020 Special Area Plan described herein.

ATTACHMENTS

1. Finding the Missing Middle, study by Forward Pinellas, 2017
2. Comprehensive Plan Map 15: 2016 Coastal High Hazard Area map update
3. Vision 2020: Special Area Plan update
Finding the Missing Middle

An opportunity to complete the spectrum of housing options in Tampa Bay

What is the “Missing Middle”?  
The Missing Middle is a term coined by architect David Parolek that is used to describe multi-unit, low-rise housing that is comparable in scale to single-family homes. It encompasses a variety of styles, including shotgun, skinny, duplex, triplex, fourplex, courtyard apartment, bungalow court, townhouse, multiplex, and live/work typologies. Typically there are multiple households that live in a building, shared space or compact area, offering an alternative from the standard single family or mid-rise/high-rise condominium and apartment options.

Why are we talking about it?  
The Missing Middle not only provides alternative housing options for people within a community, but also has a lower price per square foot when compared to single family detached dwellings. As single family home prices rise in Tampa Bay, affordable housing has become harder to find. Missing Middle housing attracts a diverse group of people ranging in age and income. It prevents urban sprawl caused by single family, large lot developments that tend to push people farther and further away from jobs, services, and entertainment.

Where does it go?  
Missing Middle types of housing are best in walkable, urban areas with a high level of accessibility to transportation options, entertainment, jobs, and services. They serve as a bridge between less dense residential neighborhoods and higher density areas. Because some housing options tend to have a similar size footprint to existing single family homes, they blend in well with the surrounding lower density communities. Some types also function very well in mixed use environments.

Reflecting on the Past in Tampa Bay  
In Ybor City, shotgun style houses, known as casitas, were built in the late nineteenth and early twentieth century as workers housing near the cigar factories. Casitas provided workers with an affordable place to live within a walking distance of their jobs. This is a prime example of early Missing Middle housing, as narrow lots accommodated more homes and workers close to the factory. A new challenge arose for this type of housing in the mid-twentieth century as development shifted to more car-centric, large lot, suburban neighborhoods. The Missing Middle focuses on creating higher density living in more accessible areas, capturing the early twentieth century mentality that people should be able to travel by foot to their desired destination.

Developer Michael Mincher, has a passion for keeping the history and charm of the authentic casita homes of Ybor City. He has brought historical properties back to life and focuses on preserving the character and charm of the casitas. He believes Missing Middle housing served a purpose in the past and serves a growing need in the future by allowing people to live, work, and play in the same area.
Missing Middle Housing Styles

**Courtyard Apartments**
The courtyard apartment style has multiple units that share a courtyard and typically face each other.

*Hyde Park in Tampa, FL*

**Townhouse**
The townhouse style offers attached units side by side, requiring less space for multiple units.

*Trinity, FL*

**Triplex & Fourplex**
The triplex and fourplex style has either three or four units and allows for a higher density within a standard lot size.

*Palma Ceia in Tampa, FL*

**Multiplex**
The multiplex style typically has five to nine units.

*Grand Central in St. Petersburg, FL*

**Shotgun & Skinny**
Shotgun and skinny homes both are smaller in width and longer in length. The lots are narrower than typical lots, and the houses can be closer together.

*Ybor City, FL*

**Duplex**
The duplex style has two attached residential units within a similar sized footprint of a standard single family home.

*Old Northeast in St. Petersburg, FL*

**Cottage Court**
Cottage courts are stand alone houses but share a central courtyard. They typically face one another and allow for more density.

*Dunedin, FL*

**Live/Work**
The live/work style of housing typically has commercial on the first floor of the building and residential units above.

*Oldsmar, FL*
Who does it serve?
Missing Middle housing helps create urban, walkable neighborhoods with smaller residences located in close proximity to daily destinations, while serving a broad market; first-time home buyers, smaller families, couples, retirees looking to age in place, adults with disabilities, car-free households, and many others. Including: first-time home buyers, smaller families, couples, retirees who desire to age in place, adults with disabilities, car-free households, and many others. Several local communities have identified Missing Middle housing as a viable option to provide a wider selection of choices across many income levels because of its appeal to different types of home buyers, lower associated entry costs, and traditional architectural style.

Missing Middle Housing Profile for Pinellas County
As seen in the heat map on the right, the majority of Missing Middle housing types are located in our historically denser neighborhoods like Dunedin, Gulfport, St. Petersburg, Clearwater, and Largo. In density and scale, Missing Middle housing falls in between lower-density single-family neighborhoods and denser multifamily buildings, with design elements that encourage walking, biking, and transit use. This development pattern is ideal for providing transitional zones between denser mixed-use areas—particularly those served by transit—and surrounding lower-density neighborhoods. Appropriate locations include on the perimeter of downtowns or town centers; adjacent to commercial corridors; between single-family neighborhoods and denser multifamily areas; or on collector roadways that serve as borders between single-family neighborhoods.

In 2016, Tampa Bay had the fourth highest population growth in the nation²

Over 77% of Pinellas County’s households are without children, yet almost half of the housing stock is detached single-family³

Missing Middle housing containing “2-9 units” accounts for only 13% of the housing stock in Pinellas County⁴

39% of households are cost burdened and pay more than 1/3 of their income on rent or mortgage costs⁵

Percent of Income Paid for Housing (Pinellas County)

Density Heat Map: Missing Middle Housing

Missing Middle Statistics
By 2070, the amount of undeveloped land in Florida is projected to shrink by 15%⁶

Redevelopment has become a strategy used by many developers to meet the demand for housing⁷
The current demand for walkable living choices exceeds the supply by 20-35%⁸
Toolkit for Missing Middle Housing

Density and Design
Missing Middle housing can be thought of as a bridge between dense, downtown areas and more suburban single family neighborhoods. Density and design are very important when trying to incentivize this type of development: how many units are allowable, and how these units should relate to existing neighborhoods. The Missing Middle fits into existing neighborhoods exceptionally well because the size, scale and aesthetic are typically compatible with the surrounding housing types, even though they have much higher densities than traditional single-family homes.

Spotlight Development: Hayes Park Village

A public/private development located in the City of Oldsmar, called Hayes Park Village, has captured a variety of housing options with a central courtyard space for its residents. The pocket neighborhood, developed by John Bews in partnership with the City, is part of a planned unit development and allows skinny homes to be placed on smaller lots, while not detracting from the aesthetics of the community. The shared spaces are utilized frequently by the residents that live there.

The developer came up with a plan that took into account the parking, utility, and setback requirements, but kept the small community feel. Oldsmar staff worked with John’s team to establish this successful project.

Zoning
Common zoning practices regulating height, setbacks, and lot dimensions are important when regulating this type of housing for existing neighborhoods. Missing Middle housing types can pose challenges because they don’t fall into traditional zoning or land use categories; they are typically too dense for single-family neighborhood zoning districts, but not large enough in scale for multifamily zoning, where regulatory factors and the real estate market encourage larger and denser developments.

Amending or rewriting zoning regulations to allow for higher densities, narrower lots, smaller setbacks, and higher floor area ratios help to encourage Missing Middle housing by eliminating the need for multiple variances, which can complicate the permitting process and discourage this type of development. However, raising permitted densities might have unintended consequences by encouraging developments which are out of scale for many traditional single-family neighborhoods. For this reason, many cities use a form-based approach to preserve neighborhood characteristics when raising densities. Examples of various approaches are included on pages 6-7.

Form Based Codes
A city can designate a form-based zoning district where the structure and form of the building is the primary focus, and only certain housing types are allowed. Form-based codes become part of the guiding regulations by which developers have to abide, and are subject to design requirements such as building setbacks, widths and heights. By specifying exactly what types of housing can be built, form-based codes allow higher densities while allowing single-family neighborhood character to be preserved. A form based code may also require desired design characteristics like shared green spaces, courtyards, and rear-loading parking.
Parking
Missing Middle housing is designed to encourage walking, biking, and transit use, decreasing the need for vehicle parking. Parking should be approached with flexibility, where opportunity for community interaction at street-level is the focal point and vehicle parking is less emphasized. Typically, these types of housing allow for one space per unit in rear-loading garages via alleyways which also accommodate trash collection and pickup, with additional parking either on-street or behind homes. Missing Middle developments often use land saved from excess parking to create common green areas and courtyards, prioritizing quality of life over parking.

Utilities
The placement of public utility infrastructure for electricity, phone, cable, internet, potable water, wastewater and stormwater can have a big impact on Missing Middle developments, both functionally and aesthetically. Creative placement of utilities including undergrounding utilities and stormwater vaults, and the addition of sustainable features such as reclaimed water and solar panels) is often desired. These can require developers to undergo lengthy negotiations with local governments and utility companies, adding time and cost to these projects. Local governments can encourage Missing Middle housing by allowing narrower utility easements and more flexible placement of infrastructure, during the site plan approval and platting processes.

Spotlight Development: Glencairn
Glencairn, developed by Carl Krave, is a development built in the City of Dunedin and a pioneering example of Missing Middle housing. It incorporates both skinny home and bungalow courtyard housing options.

The developer was inspired by the Cottage Company developments in the late 1990s. He found an opportunity in Dunedin and worked with the City staff to achieve a very successful pocket neighborhood. The homes were sold quickly once built, and the residents have had no turnover. The shared courtyard between homes offers a peaceful, small community feel.
How does the Countywide Plan address the Missing Middle?
Although the scale of Missing Middle housing is compatible with single-family neighborhoods, and the impact of an individual development on a given neighborhood street may not be large, the density in units per acre is higher than typical for a low-density neighborhood. Countywide Plan Map categories that best support Missing Middle housing include Residential Medium, Residential High, and the Neighborhood Center subcategory of Activity Center, which range from 15 to 30 units per acre and are targeted for locations that offer multiple modes of transportation. Missing Middle housing is also appropriate at the edges of the more intense subcategories of Activity Centers and Multimodal Corridors, where they can serve as a transitional area between high density/intensity urban uses and surrounding lower-density neighborhoods.

Other Cities Recognize the Missing Middle
While some Missing Middle developments have been built in Pinellas County, each required a time-consuming, expensive process requiring many variances for setbacks, parking, utility easements, and other current zoning regulations. The developers highlighted in this study described their projects as “labors of love” that most in the industry would consider too onerous, with too little return on investment, to pursue. A number of communities around the country have addressed these issues by crafting zoning regulations that allow and incentivize missing middle housing by right. Examples are described below.

City of Santa Barbara, California
In 2013, the City of Santa Barbara adopted the Average Unit-Size Density Incentive Program, designed to encourage construction of smaller, more affordable residential units near transit and within walking and biking distance of commercial areas. The pilot program, which will be capped at 250 constructed units, allows more housing units to be built per acre as unit size decreases. Other development incentives include reduced parking requirements, and flexibility in building setbacks and location of required open space. Rental housing developments or employer-sponsored housing are also allowed to have additional density in certain areas of the City. Projects must go through a design review process to ensure compatibility with the size and scale of the surrounding neighborhood.

The pilot has been successful, encouraging growth in both apartment complexes in commercial and multifamily areas, and individual housing units in single-family neighborhoods. As of July 2017, a total of 541 units had been approved under the program. A housing task force has been created to monitor the effects of the program, including conducting an annual survey of residents of the new housing to determine if workforce and commuting goals are being met. More information is available at http://www.santabarbaraca.gov/services/planning/mpe/aud_program.asp.

City of San Diego, California
The City of San Diego adopted a small-lot subdivision ordinance in 2016 “in order to provide a space-efficient and economical alternative to traditional single dwelling unit development...[in] pedestrian-friendly developments that are consistent with the neighborhood character.” The new provisions will allow a revival of bungalow courts, a historically popular style of housing built in the city from the 1920s to the 1940s. The regulations allow a larger parcel zoned for multifamily development to be subdivided into detached single-family homes, while retaining the same density and setbacks of the pre-subdivided lot. Houses built on the subdivided land may have no more than three bedrooms each. Parking requirements are reduced for smaller unit sizes and in designated transit areas. The ordinance can be downloaded from http://docs.sandiego.gov/council_rez_ordinance/rao2015/O-20483.pdf.
The City of Cincinnati adopted its comprehensive land use plan, Plan Cincinnati, in 2012. The plan identified walkable “centers of activity,” including the downtown and 10 urban neighborhoods, which are governed by a form-based code adopted in 2013. The remainder of the city is governed by a conventional zoning code.

Cincinnati’s form-based code allows for a variety of housing types (e.g., cottage courts, duplexes and small multi-plexes) in predominantly single-family neighborhoods, while preventing larger-scale multifamily structures of the same densities from being built in those locations. The form-based code sets forth a comprehensive, citywide approach to building footprint, mass and scale based on transect. However, neighborhood residents are encouraged to participate in establishing “regulating plans” designating the transects that will govern their areas. More information is available at http://www.cincinnatii-oh.gov/planning/plan-cincinnati.

City of Nashville & Davidson County, Tennessee

In 2015, the consolidated city-county government of Nashville and Davidson County adopted a comprehensive land use plan, NashvilleNext, implemented by a combination of conventional zoning districts and form-based urban design overlays tailored to specific neighborhoods and districts. The plan recognizes Missing Middle housing by name, and has been successful in encouraging it, particularly in areas governed by the urban design overlays. These form-based codes provide standards for diverse housing types such as rowhouses, stacked flats, and courtyard cottages. Transect-based policy allows sufficient densities by supporting rezonings that accommodate these housing types, but constrains building size and scale to prevent the construction of larger multifamily buildings in predominantly single-family neighborhoods.

In areas governed by conventional zoning standards, some residential zoning districts also allow for Missing Middle housing by permitting up to two housing units to be constructed per lot. Detached accessory dwelling units may also be permitted within certain residential districts. This has encouraged a trend of tall, skinny (shotgun) houses mixed within single-family neighborhoods. With fewer design standards in these zoning districts, some residents have object that these houses are not in character with surrounding residences. In response, the zoning code has recently been revised to add contextual overlay districts, which limit the height of new houses relative to their widths and the dimensions of surrounding houses. More information can be found at http://www.nashville.gov/Government/NashvilleNext.aspx

Works Cited

For questions or comments regarding this publication, contact the Forward Pinellas office at 727-464-8250.
ATTACHMENT NO. 2

Comprehensive Plan Map 15: 2016 Coastal High Hazard Area map update
ATTACHMENT NO. 3

Vision 2020: Special Area Plan update
VISION 2020:
SPECIAL AREA PLAN

St. Petersburg is a vibrant, cosmopolitan community in which to live, play, learn and work.

All of its citizens, neighborhoods and businesses collaborate in its development.

St. Petersburg maintains its unique sense of place and economic vitality while preserving its history, diversity and lush natural beauty.

St. Petersburg provides a safe, clean sustainable environment with a spectacular waterfront to be enjoyed by all of its residents and visitors.

-Vision 2020 Mission Statement, written by Vision 2020 Delegates

April 2007
PART III:
VISION 2020 SPECIAL AREA PLAN: ISSUES AND OBJECTIVES

The City of St. Petersburg has moved past the era of greenfield development. Today the City has entered into an era of redevelopment where existing land must be reutilized. The participants in the Vision 2020 made it very clear that redevelopment must recognize and enhance the built environment, not merely replace it with a new pattern of development.

There are many goals and objectives outlined within the VISION 2020 PLAN which can be viewed electronically at http://www.stpete.org/pdf/visions2020book.pdf.

The issues and objectives of this Special Area Plan are outlined below. They have been divided into Planned Redevelopment-Residential (PR-R, which relates to the neighborhoods), Planned Redevelopment-Mixed Use (PR-MU, which relates to the corridors) and Planned Redevelopment-Commercial (PR-C, which relates to the centers).

(“It should be noted that subsequent to the adoption of the Vision 2020 Plan in October 2002, the City proposed changes to the Comprehensive Plan, Future Land Use Map, Official Zoning Map and land development regulations. The City’s proposed changes to the Comprehensive Plan and Future Land Use Map necessitated amendments to the Countywide Plan Rules and in July 2006 amendments to the Countywide Plan Rules were adopted providing for a new “Planned Redevelopment” classification with new categories, including the above referenced “Residential,” “Mixed Use” and “Commercial.” The City’s Comprehensive Plan and the descriptions of these categories can be found on the City of St. Petersburg web site, specifically on the Development Services Department home page.)

As shown on Map 1, the areas of the City proposed for the designated PR-R designation include many of the traditional older neighborhoods surrounding the downtown area and along the City’s early trolley lines flanking Central Avenue, as well as 4th and Dr. Martin Luther King Jr. Streets.

Map 2 shows the areas designated proposed for the PR-MU designation, which are scattered throughout the City. However, generally speaking, the mixed use designation will be located along the roadway corridors previously designated Commercial General and Residential/Office/Retail. These corridors include a segment of 22nd Avenue North (between I-275 and 34th Street), most of 4th Street North (between 5th Avenue North and Gandy Blvd.), segments of Dr. M.L. King, Jr. Street (between 22nd Avenue South and 34th Avenue North), segments of 16th Street (between 18th Avenue South and Haines Road), portions of 34th Street; and the Central Avenue corridor between 34th Street and Park Street.

Map 3 shows the areas of the City designated proposed for the PR-C designation, which include the Tyrone Square Mall/Crossroads Shopping Center area, 34th Street South (between 26th Avenue South...
and 54th Avenue South), the Central Plaza area (bordered by 31st Street to the east, 34th Street to the west, 1st Avenue South to the south and 5th Avenue to the north), a triangular-shaped area in north St. Petersburg bordered by Gandy and Roosevelt Boulevards and Dr. M.L. King, Jr. Street North; and the Carillon Town Center, located on the south side of Ulmerton Road.
PART IV: SPECIAL AREA PLAN OBJECTIVES IN RELATIONSHIP TO PINELLAS BY DESIGN AND THE ST. PETERSBURG COMPREHENSIVE PLAN AND PINELLAS BY DESIGN: AN ECONOMIC DEVELOPMENT AND REDEVELOPMENT PLAN FOR THE PINELLAS COMMUNITY

The regulations that have been created address the direction and guidelines of the Comprehensive Plan. The newly adopted Vision Element of the Comprehensive Plan is the City’s Vision 2020 Plan. A full analysis of the proposed Special Area Plan, the proposed regulations and the City’s Comprehensive Plan can be found in City Files LGCP-2006-02 and LDR/ZO-2006-02.

The Special Area Plan objectives are also consistent with Pinellas by Design. While Pinellas by Design was completed after the Vision 2020 Plan and the beginning of the process to write the rules and regulations that are part of this packet, the goals of both address the redevelopment needs of built out communities, address the economic issues associated with redeveloping property and providing a strong, sustainable and increasing economic base and further address the aesthetic issues necessary to support and create a unique quality of life within a community.

The following internet links provide access to The City’s Vision 2020 Plan and Pinellas by Design can be found here:

http://www.pinellasydesign.org/forwardpinellas.org

The City’s Comprehensive Plan and the descriptions of the Planned Redevelopment Residential, Planned Redevelopment-Mixed Use and the Planned Redevelopment-Commercial categories can be found on the City of St. Petersburg web site. Specifically on the Development Services Department home page. The descriptions of the three redevelopment categories are provided here as well:

1. Planned Redevelopment – Residential (R) - Allowing low to medium moderate density single-family residential uses, where either single-family residential or single-family with accessory residential development may coexist not to exceed 15 dwelling units per net acre; however, when located outside of the Coastal High Hazard Area, only when abutting a major street as depicted on the Future Major Streets Map (Map 20), 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan, as established in the special area plan. Multifamily residential uses are not permitted. Residential equivalent uses are not to exceed 3 beds per dwelling unit; non-residential uses allowed by the land development regulations up to a floor area ratio of 0.50. Accessory dwelling units are permitted and may be excluded from the residential density calculation when accessory to a single-family dwelling unit, in accordance with the LDRs and special area plan. An ancillary
non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses.

2. Planned Redevelopment – Mixed Use (MU) - Allowing mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre; however, when located outside of the Coastal High Hazard Area, only when abutting a major street as depicted on the Future Major Streets Map (Map 20), 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan. Accessory dwelling units are permitted and may be excluded from the residential density calculation, in accordance with the LDRs and special area plan. Higher densities and intensities are acceptable within activity centers but not exceeding a floor-area-ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 45 units per acre. An ancillary non-residential use which exceeds three (3) acres, a transportation/utility use which exceeds three (3) acres, or an institutional use (except public educational facilities which are not subject to this threshold) which exceeds five (5) acres, whether alone or when added to existing contiguous like use(s), shall require a Future Land Use Map amendment that shall include such use and all contiguous like uses. Research/Development, Commercial Recreation, and Light Manufacturing/Assembly (Class A) uses shall be allowed in this plan category only on the basis of and pursuant to local government standards which address, as a minimum, the following criteria in relationship to the nature of the proposed use: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.

3. Planned Redevelopment – Commercial (C) - allowing the full range of commercial and mixed uses including retail, office, service and high density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 55 dwelling units per acre. Higher densities and intensities are acceptable within activity centers but not exceeding a floor area ratio or a net residential density as established in the redevelopment plan or special area plan. Residential equivalent uses are not to exceed 3 beds per dwelling unit and transient accommodation uses shall not exceed 55 units per acre. Institutional and transportation/utility uses, alone or when added to existing contiguous like uses, which exceeds or will exceed five (5) acres shall require a Future Land Use Plan map amendment that shall include such use and all contiguous like uses. Research/Development and Light Manufacturing/Assembly (Class A) uses shall be allowed in this plan category only after the nature of the proposed use has been determined and the following criteria are considered: neighboring uses and the character of the commercial area in which it is to be located; noise, solid waste, hazardous waste and air quality emission standards; hours of operation; traffic generation; and parking, loading, storage and service provisions.
# PART V: PLAN COMPOSITION

## A. PERMITTED USES AND DIFFERENTIATION BY DESIGNATION

### PERMITTED USE BY FUTURE LAND USE AND ZONING DISTRICTS

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(Revised Comprehensive Plan and the land development regulations can be found on the City of St. Petersburg web site, www.stpetersburg.org specifically on the Development Services Department home page.)
## DENSITY & INTENSITY STANDARDS FOR PERMITTED USES

### DENSITY AND INTENSITY BY FUTURE LAND USE AND ZONING DISTRICTS

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<th>ZONING DISTRICT</th>
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</table>

(The Comprehensive Plan and the land development regulations can be found on the City of St. Petersburg web site, www.stpete.org specifically on the Development Services Department home page.)

St. Petersburg Vision 2020 Special Area Plan
Page 24 of 33
Zoning Districts, with design guidelines, associated with the Planned Redevelopment-Commercial Category:

- Corridor Commercial Suburban-2 (CCS-2)
- Retail Center-1, Retail Center-2 and Retail Center-3 (RC-1, RC-2 and RC-3)

D. AFFORDABLE/WORKFORCE HOUSING PROVISIONS, APPROPRIATE TO THE PLAN

On November 29, 2007 the City Council adopted Ordinance 854-G (attached as Exhibit 6), establishing a Workforce Housing Density Bonus Program for St. Petersburg. The Workforce Housing Program is set forth in Chapter 17.5 of the City Code of Ordinances, which addresses the Local Housing Assistance Program. The Workforce Housing Plan was recommended for approval by the PPC in December 2007 and was approved by the CPA in January 2008.

On August 23, 2018, the City Council adopted Ordinance 339-H, amending the Workforce Housing Density Bonus Program, as set forth in Chapter 17.5, Article V, City Code (attached as Exhibit 6).

Background

The St. Petersburg Vision 2020 Plan, adopted in October 2002, addresses the issue of “housing” numerous times and in a number of different ways. Excerpts from the Vision 2020 Plan on the issue include the following:

- A variety of housing opportunities within the neighborhoods is needed.
- A variety of quality housing choices within neighborhoods is needed.
- There is a need to accelerate quality affordable housing programs.
- Economically integrated housing should be supported.
- Housing that is stable, safe and varied - allowing choice for people to live within a neighborhood at different stages of life.
- The City will strive toward providing safe, quality and varied housing opportunities.

In October 2006 the City Council adopted several significant ordinances directly related to the implementation of the Vision 2020 Plan and the Land Development Regulation (LDR) Update. The ordinances that were adopted included Comprehensive Plan text amendments and a new Vision Element, Future Land Use Map amendments, the rezoning of the entire City except the downtown area (the latter of which occurred on August 9, 2007), and new LDRs, now known as Chapter 16, City Code of Ordinances.

The new LDRs, which became effective on September 10, 2007 were drafted and adopted with a “workforce housing component.” The density bonus ranges from up to six (6) dwelling units per acre in the multifamily (e.g., NSM-1) and corridor (e.g., CRS-1) zoning districts that are less intensive, and up to 10 units per acre in the center (e.g., RC-1) zoning districts that are more intensive. A floor area ratio bonus of 0.20 or 0.25 for workforce housing that is made part of a mixed use development is also available in several of the new zoning districts. It is important to note that the provision of workforce housing units via the
Density and intensity bonuses provided for in the new LDRs is voluntary on the part of the applicant, property owner or developer, i.e., there is no requirement that workforce housing units be made a part of any residential or mixed-use development.

The St. Petersburg Comprehensive Plan categories that will permit bonus density, or bonus density and intensity, for workforce housing are as follows:

- Vision 2020 Special Area Plan categories: Planned Redevelopment-Mixed Use (PR-MU) and Planned Redevelopment-Commercial (PR-C).
- Special Area Plan categories: Community Redevelopment District (CRD) and Central Business District (CBD).
- Standard Plan categories (density bonus only): Residential Urban (RU), Residential Low Medium (RLM), Residential Medium (RM), Residential High (RH), Residential/Office General (R/OG) and Institutional (INS).

**Workforce Housing Plan**

**Highlights of the Workforce Housing Plan are as follows:**

- For each multiple of six (6) workforce units approved:
  1. The first unit shall be offered at 80% AMI (Area Median Income) or below.
  2. The second and third units shall be offered at 120% AMI or below.
  3. The fourth unit shall be offered at 150% AMI or below.
  4. The fifth unit shall be offered at 80% AMI or below.
  5. The sixth unit shall be offered at 150% AMI or below.

- Any development proposing to utilize the density or intensity bonus must submit an application that includes detailed information, including: a general description of the development, and whether the development will contain units for rent or for sale; the total number of market-rate and workforce units; square footage, number of bedrooms, and the estimated initial sale price or monthly rent of each unit; the location in the development of each workforce unit; documentation and plans regarding the interior and exterior appearances, materials and finishes of the workforce units, if not exactly the same as the other units; and the marketing plan the applicant proposes to implement to promote the sale or rental of the workforce units to eligible households.

- The minimum size for the workforce units shall be 375 sf for efficiency units, 500 sf for one-bedroom units, 750 sf for two-bedroom units and 200 additional sf for each additional bedroom.

- Cross references are provided to Sec. 16.70.040 of the City Code (Applications and Procedures, including Workforce Housing and Site Plan Review). The POD may approve applications proposing six (6) or fewer workforce units, and may streamline applications proposing seven (7) to 12 workforce units. A DRC public hearing is required for all applications proposing 13 or more workforce units as a site plan review.
Variance to the Workforce Housing Plan requirements and requests for variances to a site plan proposing workforce units may be made to the DRC.

Prior to the approval of any development order or permit for any development utilizing the workforce housing density bonus, the applicant shall enter into a Workforce Housing Bonus Density Agreement with the City, which sets forth the commitments and obligations of the applicant. Such commitments and obligations include restrictive covenants, protective covenants, deed restrictions, and related instruments (including a covenant or restriction specifying that the title to any workforce units shall only be transferred with prior written approval by the City).

"Renter" occupied workforce units shall be occupied by income eligible households for a period of 30 years from the date of the initial certificate of occupancy.

"Owner" occupied workforce units shall be conveyed subject to restrictions that shall insure compliance with the Workforce Housing Plan for income eligible households for a period of 30 years from the date of the first sale of each unit.

The following links provide the density and FAR bonuses associated with the Workforce Housing Program in each Plan category:

Zoning Districts that provide for density and FAR bonuses associated with the Planned Redevelopment-Mixed Use Category are:

- Neighborhood Traditional – 4 (NT-4)
- Corridor Residential Traditional – 1 (CRT-1)
- Corridor Residential Suburban – 2 (CRS-2)
- Corridor Commercial Traditional – 1 (CCT-1)
- Corridor Commercial Suburban – 1 (CCS-1)

Zoning Districts that provide for density and FAR bonuses associated with the Planned Redevelopment-Commercial Category are:

- Corridor Commercial Suburban – 2 (CCS-2)
- Retail Center – 1 (RC-1) and Retail Center -2 (RC-2)

Also, see the chart on Page 21 of the SAP Density & Intensity by Future Land Use and Zoning Districts table for contains a summary of the workforce housing bonuses.

E. MIXED-USE PROVISIONS, APPROPRIATE TO THE PLAN

Mixed-use development, when designed in a way that makes it efficient, safe and convenient to travel on foot or by bicycle, transit and motor vehicle, is the most effective type of development for supporting compact, sustainable communities. Mixed-use development may be vertical, wherein residential and non-residential land uses are located within a single building, with the residential land use(s) traditionally located above the ground level non-residential land use(s). Mixed-use development may be horizontal, wherein residential and non-residential land uses are located on the same property, with the residential land use(s) traditionally located adjacent to the non-residential land use(s). While it is the City's desire to create walkable, mixed-use corridors with a combination of retail, offices and residential
EXHIBIT 6: Ordinance 339-H (codified)

ARTICLE V. - WORKFORCE HOUSING DENSITY BONUS PROGRAM

Sec. 17.5-96. - Purpose.

The purpose of this article is to:

(1) Create incentives for developers and property owners to provide workforce housing as a part of new development within the City;

(2) Assist in implementing the affordable housing goals, policies, and objectives contained in the comprehensive plan of the City;

(3) Assist in making affordable housing available for employees of businesses that are or will be located in the City;

(4) Maintain balanced housing opportunities in the City to provide housing for people of all income levels;

(5) Assist in implementing planning for affordable housing as required by F.S. § 420.907;

(6) Implement the workforce housing density bonus and exemption from FAR calculations opportunities established in the land development regulations adopted by the City.


Sec. 17.5-97. - Definitions.

The following words and terms shall have the meanings set forth in article III of this chapter or as otherwise specified herein.

Affordable means that monthly rents or monthly mortgage payments including taxes and insurance and condominium and homeowner association fees do not exceed 30 percent of the median annual gross income for a low-income or moderate-income household. However, it is not the intent to limit an individual household's ability to devote more than 30 percent of its income for housing, and housing for which a household devotes more than 30 percent of its income shall be deemed affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of 30 percent, then such payments, including revolving and installment debt, shall not exceed 43 percent of the median annual gross income.

Affordable rents means that rents for the workforce housing units are set at or below the rent limit by number of bedrooms in the unit for the 80 percent category and the 120 percent category as published annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership (SHIP) Program. Rents are not required to be calculated for each individual renter household according to their actual income.

Area median income (AMI) means the median income for the Tampa/St. Petersburg/Clearwater metropolitan statistical area (MSA) which is adjusted for the household size as calculated and published annually by the United States Department of Housing and Urban Development.

Density bonus means an increase in the number of units on a site to provide an incentive for the construction of workforce housing pursuant to this article and which may be allowed by a zoning district either as additional units, or as additional FAR (floor area ratio, see section 16.60.010).

Development means a project which includes one or more workforce housing bonus density dwelling units on a property utilizing the bonus density allowed by the zoning district.

Development Review Commission (DRC) means the City's development review commission.
Workforce housing means housing with monthly rents or monthly mortgage payments including taxes, insurance, and condominium or association fees, if any, that are affordable to low and moderate-income persons.

Workforce housing bonus density agreement means a written agreement between an applicant for a development and the City containing specific requirements to ensure the continuing affordability of housing included in a development.

Workforce housing bonus density dwelling unit means any housing subject to the covenants or restrictions of this article.


Sec. 17.5-98. - Scope of application; density bonus.

(a) Any development proposing to utilize the density bonus, or the exemption from FAR calculations allowed in a zoning district, as set forth in the City's Land Development Regulations found in chapter 16 of the City Code, shall enter into a workforce housing bonus density agreement which shall irrevocably commit the developer and/or property owner to provide a specific number of workforce housing bonus density dwelling units for a minimum of 30 years on the property subject to the development agreement. The agreement shall provide such protections as the City shall require ensuring that such units meet the requirements of this article.

(b) Workforce housing bonus density dwelling units shall be offered for sale or rent at a price which is affordable to income eligible households as set forth in this section. For each multiple of six workforce housing bonus density dwelling units approved:

(1) The first unit shall be offered at 80 percent AMI or below.

(2) The second and third units shall be offered at 120 percent AMI or below.

(3) The fourth unit shall be offered at 80 percent AMI or below.

(4) The fifth unit shall be offered at 80 percent AMI or below.

(5) The sixth unit shall be offered at 120 percent AMI or below.

(c) Developments constructing multiples of six workforce housing bonus density dwelling units shall comply with the requirements in subsections (a) and (b) of this section. For a development constructing a number of workforce housing bonus density dwelling units less than a multiple of six (e.g., five units, 27 units (four multiples of six plus three units), 31 units (five multiples of six plus one unit), etc.), a variance to the foregoing requirements may be requested for that portion of the units less than a multiple of six. Variances may be requested from the Development Review Commission at the time the development is approved; however, the first unit shall always be offered at 80 percent AMI or below. For each set less than six, the units shall be offered in the order set forth above unless a variance to that order is approved.


Sec. 17.5-99. - Application for workforce housing bonus density dwelling units.

(a) Any development proposing to utilize the density bonus allowed in a zoning district shall include in the zoning application such information as is required by the POD to ensure compliance with this article, the land development regulations, and the application and procedures in section 16.70.040 for workforce housing and site plan review.

(b) At a minimum, the application shall include:
(1) A general description of the development, including whether the development will contain units for rent or for sale;
(2) The total number of market-rate units and workforce housing bonus density dwelling units;
(3) The number of bedrooms in each unit;
(4) The square footage of each unit measured from the interior walls of the unit and including heated and unheated areas;
(5) The location in the development of each workforce housing bonus density dwelling unit;
(6) If the construction of dwelling units is to be phased, a phasing plan identifying the number of workforce housing bonus density dwelling units in each phase;
(7) The estimated initial sale price or monthly rent of each unit;
(8) Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the workforce housing bonus density dwelling units if not exactly the same as the other units;
(9) The marketing plan the applicant proposes to implement to promote the sale or rental of the workforce housing bonus density dwelling units within the development to eligible households;
(10) An accurate legal description of the property, which may require a copy of the title insurance policy or deed for the property;
(11) Such other information as may reasonably be required by the POD.


Sec. 17.5-100. - Criteria for location, integration, character of workforce housing bonus density dwelling units.

A development shall comply with the following:

(1) Workforce housing bonus density dwelling units shall be mixed with, and not clustered together or segregated in any way, from the market-rate units;
(2) The number of efficiency, one, two, and three or more bedroom workforce housing bonus density dwelling units shall be proportional to the number of one, two, and three or more bedroom market rate units (e.g., if 50 percent of the market rate units are two bedroom, then at least 50 percent of the workforce units shall be two bedroom or larger);
(3) If the development is phased, the phasing plan shall provide for the development of workforce housing bonus density dwelling units proportionately and concurrently with the market-rate units;
(4) The exterior appearance of workforce housing bonus density dwelling units shall be similar to the market-rate units and shall provide exterior building materials and finishes of substantially the same type and quality;
(5) The interior building materials and finishes of the workforce housing bonus density dwelling units shall be of substantially the same type and quality as market-rate;
(6) All workforce housing bonus density dwelling units shall comply with the building and construction requirements of article IV of this chapter (the City's Visitability Ordinance);
(7) The minimum size for workforce housing bonus density dwelling units shall be 375 square feet for efficiency units, 500 square feet for one bedroom units, 750 square feet for two bedroom units and 200 additional square feet for each additional bedroom;
(8) Variances to the foregoing requirements may be requested from the Development Review Commission at the time the development is approved. A request for a variance to a site plan with workforce housing bonus density units may be made to the Development Review Commission.


Sec. 17.5-101. - Workforce housing bonus density agreement.

(a) Prior to the approval of any development order or permit (including the issuance of a building permit) for any development in which a density bonus is requested, the applicant shall enter into a workforce housing bonus density agreement with the City. The agreement shall set forth the commitments and obligations of the applicant to ensure compliance with this article.

(b) The applicant shall execute any and all documents deemed necessary by the City in a form to be established by the City, including, without limitation, restrictive covenants, protective covenants, deed restrictions, and related instruments (including requirements for income qualification for tenants of rental units) to ensure the continued compliance with this article.

(c) Restrictive covenants or deed restrictions and other required documents shall specify that the title to any workforce housing bonus density dwelling units shall only be transferred with prior written approval by the City. The sole purpose of this approval shall be to ensure that any transfer complies with the requirements of this article and other Codes and development orders or permits and conditions thereof. Such written approval shall be executed by the City Administrator and approved as to form by the City Attorney or his designee before it is effective.


Sec. 17.5-102. - Affordability controls.

(a) The POD shall promulgate such forms and rules as are necessary to implement this article. On an annual basis, the POD shall make available copies of the U.S. Department of Housing and Urban Development household income limits and rental limits applicable to Workforce Housing Bonus Density Dwelling Units.

(b) The owner of a development consisting of rental workforce housing bonus density dwelling units shall submit an annual report before June 1 of each year, for the preceding calendar year, to the City identifying which units are workforce housing bonus density dwelling units, the monthly rent for each unit, vacancy information for each month for the prior year, monthly income for tenants of each units, and other information as required by the City. The annual report shall contain information sufficient to determine whether tenants met the requirements of this article.

(c) For any sale of workforce housing bonus density dwelling units, the purchaser shall execute and record such documentation as required by the workforce housing bonus density agreement and this article. Such documentation shall include, at a minimum, each of the following:

1. A workforce housing bonus density agreement for renter occupied workforce housing bonus density dwelling units. Such units shall be occupied by income eligible households for a period of 30 years from the date of the initial certificate of occupancy.

2. A workforce housing bonus density agreement for owner occupied workforce housing bonus density dwelling units. Such units shall be conveyed subject to restrictions that shall ensure compliance with this article and the workforce housing bonus density agreement for income eligible households for a period of 30 years from the date of the first sale of each unit.

(d) The owner of workforce housing bonus density dwelling units which are for lease shall execute and record such documents as are required by the workforce housing bonus density agreement and this
article. No lease shall be executed until the household income has been verified in writing by the City. Such documentation shall include, at a minimum, the following information:

(1) The workforce housing bonus density dwelling units shall be leased to and occupied by income eligible households.

(2) The workforce housing bonus density dwelling units shall be leased at rent levels affordable to income eligible households for a period of 30 years from the date of the initial certificate of occupancy. Maximum rents for workforce housing units are to be set at or below the 80 percent and 120 percent rent limit by number of bedrooms as published annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership (SHIP) Program. Rents may be set below the maximum as market conditions may require.

(3) Subleasing of workforce housing bonus density dwelling units is not allowed without the express written consent of the POD which shall not be unreasonably withheld if the sublessee and lease meet the requirements of this article.


Sec. 17.5-103. - Increases in income.

(a) With respect to an 80 percent of AMI WFH rental unit, the household's annual income at the time of initial occupancy may not exceed 80 percent of the area's median income adjusted for family size. While occupying the WFH rental unit, if the income of the household increases (but does not increase to a level above 120 percent AMI), then the 80 percent unit would not need to be replaced by another comparable unit and the tenants rent is not adjusted. Once the tenant's income rises above the 120 percent AMI threshold, then the unit will be considered a 120 percent unit and the next available unit of the same bedroom size shall be rented to an 80 percent AMI household at the 80 percent rent referenced in section 17.5-102 (d)(2).

(b) With respect to a 120 percent of AMI WFH rental unit, the household's annual income at the time of initial occupancy may not exceed 120 percent of the area's median income adjusted for family size. While occupying the WFH rental unit, if the income of the household increases (but does not increase to a level above 150 percent AMI), then the 120 percent unit would not need to be replaced by another comparable unit and the tenants rent is not adjusted. Once the tenant's income rises above the 150 percent AMI threshold, then the unit will be considered a market rate unit and the next available unit of the same bedroom size shall be rented to an 120 percent AMI household at the 120 percent rent referenced in section 17.5-102 (d)(2).

(Ord. No. 339-H, § 2, 8-23-2018)

Editor's note—Ord. No. 339-H, § 2, adopted August 23, 2018, renumbered § 17.5-103 as 17.5-104.

Sec. 17.5-104. - Enforcement; violations.

(a) It is a violation of this article to fail to file an annual report on or before June 1 of each year. Any violation shall be subject to daily fines by the Code Enforcement Board.

(b) It is a violation of this article to rent, sell or initially occupy any workforce housing bonus density dwelling unit if the household is not income eligible as required by this article.

(c) It is a violation of this article to knowingly give false or misleading information relating to this program to any City employee.

(d) It is a violation of this article for any person to participate, in any way, in any sale of a unit or lease of a unit which violates any provision of this article or the workforce housing bonus density
agreement. The term "participation" includes any act, or failure to act, of the buyer, seller, lender, realtor, title insurer, surveyor, or any other person which allows a violation of this article or the workforce housing bonus density agreement to occur. The fine for each violation of this article shall be $500.00. Each day shall be a separate violation.

(e) The City may enforce this article and the terms of a workforce housing bonus density agreement by request for injunction. If the City obtains an injunction, the defendant shall pay all costs incurred by the City in obtaining the injunction, including, but not limited to, attorney's fees.

(f) Notwithstanding the foregoing, the City may use any lawful method to enforce this article and the terms of a workforce housing bonus density agreement, including those specifically identified in section 1-7.


Editor's note—See editor's note, § 17.5-103.
EXHIBIT 7

TABLE DISPLAYING MULTI-FAMILY DEVELOPMENT POTENTIAL FOR THE PLANNED REDEVELOPMENT-RESIDENTIAL AND PLANNED REDEVELOPMENT-MIXED USE FUTURE LAND USE CATEGORIES WHEN LOCATED OUTSIDE OF THE CHHA AND ABUTTING A MAJOR STREET:

<table>
<thead>
<tr>
<th>Future Land Use Category</th>
<th>Existing Density</th>
<th>Proposed Density*</th>
<th>Change</th>
<th>Potential Acres</th>
<th>Unit Estimate</th>
<th>Occupancy Rate</th>
<th>Potential Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR-R</td>
<td>15</td>
<td>30</td>
<td>15</td>
<td>708</td>
<td>10,620</td>
<td>1.5</td>
<td>15,930</td>
</tr>
<tr>
<td>PR-MU</td>
<td>24</td>
<td>30</td>
<td>6</td>
<td>803</td>
<td>4,818</td>
<td>1.5</td>
<td>7,227</td>
</tr>
</tbody>
</table>

Totals

100% 23,157
85% 19,683
70% 16,210

*only when outside of the CHHA and abutting a major street
DEVELOPMENT REVIEW COMMISSION

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

For Public Hearing on Wednesday, May 1, 2019
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LDR 2019-03

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

The purpose of this text amendment application (presented in the order of the staff report) is to:
1. Reduce the minimum unit size (square feet) required for multi-family dwelling units;
2. Reduce the minimum number of parking spaces required for multi-family dwelling units;
3. Amend administrative adjustment for parking Certified Affordable/Workforce Housing units;
4. Create administrative adjustment for parking when within 1/8 mile of a high frequency transit route;
5. Reduce the minimum land area required to qualify for an accessory dwelling unit;
6. Amend design standards for certified affordable and workforce housing units.

APPLICANT INFORMATION

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

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

STAFF ANALYSIS

Background

This application includes a set of proposed text amendments extending from a community-wide discussion relating to housing affordability. The multi-year, multi-disciplinary discussion has included many aspects of, and factors influencing, housing affordability.

In the Spring 2017, City Development Administration and Planning and Development Services staff began evaluating a private-sector proposal to expand allowances for detached, row houses. By the Fall 2017, this research evolved into a more comprehensive review of the City’s existing housing programs and land use and zoning strategies.

On March 22, 2018, and again on April 19, 2018, the City Council convened as the Committee of the Whole ("COW") and received detailed presentations from the City’s Housing Department and Planning and Development Services Department. The purpose of the first meeting was to review existing programs, land use and zoning policies. The second meeting reviewed key considerations and possible next steps.

Following the COW, a series of public engagement meetings were hosted at the Main Library throughout the Summer 2018:

- At the first two (2) meetings, attendees discussed density, building typologies, and the potential creation of one or more zoning categories to provide a variety of urban housing choices in medium-density building types including single-family houses, accessory dwelling units, duplexes, small multiplexes, bungalow courts ("tiny" houses), courtyard buildings, detached row houses ("skinny"), townhouses, and large multiplexes.

- At the third meeting, attendees discussed transportation initiatives, parking regulations (minimum requirements based on land-use type), existing parking reductions, and proposed parking reductions based on land use type (e.g., affordable and workforce housing) or geographic proximity to major streets, multi-modal transit options, activity centers, and community redevelopment areas.

- At the fourth meeting, attendees discussed affordability initiatives, including different funding mechanisms, housing assistance programs, affordable housing initiatives in the South St. Petersburg Community Redevelopment Area, and Penny for Pinellas affordable housing funding.

- At the fifth and final meeting in the series, attendees discussed affordable and workforce housing density bonuses, recalibrating development bonuses within the Downtown Center to prioritize affordable and workforce housing units, and establishing additional activity centers throughout the City.

Since the initial series of public engagement meetings, City staff has been working with related stakeholders including the Pinellas Realtors Organization ("PRO"), St. Petersburg Area Chamber of Commerce, Council of Neighborhood Associations ("CONA"), Forward Pinellas (countywide land planning agency), City’s Housing Land Use and Transportation Committee ("HLUT"), and the City’s Community Housing Policy Group ("CHPG"). The concepts outlined in this proposal extend from input received during these discussions.
The specific set of recommendations included herein were recently presented to the HLUT Committee on February 28, 2019. Following the staff presentation and discussion, Committee members requested that City Staff initiate an application including the proposed text amendments, as follows and attached.

Reduce the minimum unit size (square feet) required for multi-family dwelling units

Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code currently requires a minimum unit size for multi-family construction: 375-square feet for an efficiency or studio unit, 500-square feet for a one-bedroom unit, 750-square feet for a two-bedroom unit, and an additional 200-square feet for each additional bedroom.

These minimum unit sizes exceed the unit size standards outlined in the Florida Building Code. If approved, minimum unit sizes will still need to comply with the Florida Building Code and other accessibility, visitability, and life safety standards.

The City’s existing minimum unit size requirement is increasingly separated from contemporary preferences in consumer demand and multi-family construction, both of which are trending toward smaller unit sizes. Smaller unit sizes help reduce the monthly rent rate for tenants and, when combined with related parking reductions, encourage the construction of more units within a development project. Since housing affordability is improved when there is parity between unit demand and unit supply, increasing unit supply is a critical objective of this proposal.

Reduce the minimum number of parking spaces required for multi-family dwelling units

Minimum parking requirements can have a consequential impact on the number of multi-family units provided within a new development or renovation. For example, multi-family developments commonly include structured parking. According to the City’s Transportation and Parking Management Department, cost estimates for structured parking in the City of St. Petersburg are approximately $24,000 per parking space. Using this estimate, a decision to construct two (2) 700-square foot units compared to one (1) 1,400-square foot unit is immediately constrained by an additional $24,000 to provide the second parking space.

This attempt to reduce the multi-family parking requirement is an incentive for the developer to provide additional dwelling units by mitigating the negative impact of parking and land costs. The proposed text amendment is not a mandate or maximum cap. Reducing the minimum requirement will create more options, but the property owner still retains the right to develop as many parking spaces as their market analysis dictates or their Pro-Forma requires.

An analysis of St. Petersburg’s existing parking requirements compared to a diversity of other Florida and national cities is included. The study was prepared by the City’s Transportation and Parking Management Department.

Amend administrative adjustment for parking Certified Affordable/Workforce Housing units

Workforce and affordable housing units and senior housing units typically require less parking than standard requirements. This text amendment proposes to reduce the minimum number of parking spaces required by 10-percent where a project is committing at least 50-percent of the total number of dwelling units for occupancy as Certified Affordable/Workforce Housing. For Certified Affordable/Workforce Housing units that are also classified senior age-restricted, the minimum number of parking spaces required may be reduced an additional 5-percent for a combined 15-percent reduction.
Create administrative adjustment for parking when within 1/8 mile of a high frequency transit route

Proximity to high frequency transit routes, defined as a route with a scheduled weekday peak hour headway of 30-minutes or better, reduces the demand for parking spaces as residents have reliable access to public transit service.

This text amendment proposes to reduce the minimum number of parking spaces required by 10-percent where a property, in whole or part, is located within 1/8 mile of a high frequency transit route. 1/8 mile is the distance most commonly used when considering pedestrian comfort; although 1/4 mile is occasionally used when making related land use and transportation decisions, it is not recommended here. The City’s Transportation and Parking Management Department has mapped Pinellas Suncoast Transit Authority (“PSTA”) routes to help identify the effectiveness of this proposal and location of qualified areas, see attached map. The map shows fourteen (14) routes with a scheduled weekday peak hour headway of 30-minutes or better. Although transit routes with 30-minute headways are more susceptible to schedule modifications and route elimination, several key neighborhoods would be excluded from consideration if the proposal was amended to 20-minutes or better, see attached map.

Reduce the minimum land area required to qualify for an accessory dwelling unit

Section 16.50.010 Accessory Dwelling Units: Lot Requirements currently requires a minimum land area of 5,800 square feet to construct an accessory dwelling unit on a property with a single-family home. A review of typical lot sizes in our City shows that there are many subdivisions platted with lot measurements of 45 feet in width by 127 feet in depth, which equates to 5,715 square feet. Data analysis performed by staff found that reducing the minimum qualified threshold to 5,715 square feet qualified an additional 1,843 parcels. During deliberations on this subject, it was ultimately recommended by the HLUT to reduce the minimum land area to 4,500 square feet, the minimum lot size in the NT-1 zoning district. The reduced land area will help several neighborhoods most in need and qualify an additional 9,617 parcels. When compared to the existing number of qualified parcels (22,319), this constitutes an increase of 43-percent.

Enabling the construction of accessory dwelling units helps in several critical ways. First, the property owner creates a secondary income that reduces the cost of existing housing obligations and protects against unforeseen future reduction or loss of primary income. Second, the renter benefits from a larger supply of available dwelling units thereby creating more rent stabilization and parity with increasing community demand. Third, home builders benefit from additional opportunities for new business. Finally, the City’s Housing Department and other housing-related agencies benefit from expanded opportunities to provide housing assistance, for e.g. gap financing on the construction of an accessory dwelling unit might require less investment than building a new, single-family house.

Amend design standards for certified affordable and workforce housing units.

This proposal continues earlier discussions and prior text amendments to reduce the construction costs for Certified Affordable/Workforce Housing. City staff continues to consult with not-for-profit agencies building affordable housing regarding the impacts of design standards on overall construction costs. Two items are included herein for amendment at the request of these agencies, see attached letter dated April 12, 2019 from Habitat for Humanity. The first request is to reduce the requirement in “traditional” neighborhoods to design a front porch that is elevated above the abutting finished grade level at the entrance from 12-inches to 8-inches. This reduction will change the foundation requirements for each building in a way that results in impactful savings. The second request is to reduce the requirement for fenestration and glazing on the front and corner façades from 30% to 20%, and the interior side façades from 20% to 15%. The reduction for fenestration and glazing will result in the elimination of at last one (1) window per house, further reducing the construction costs.
Consistency and Compatibility (with Comprehensive Plan)

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

- **H1.3** - Review ordinances, codes, regulations and the permitting process for the purpose of eliminating excessive and overlapping requirements and resolving conflicting requirements and amending or adding other requirements in order to increase private sector participation in meeting housing needs, while continuing to insure the health, welfare and safety of the residents.

- **LU3.6** Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

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

- **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.

- **LU22.1** The City shall continue to pursue strategies which reduce GHG emissions and vehicle miles traveled.

- **LU23.1** The City's development review policies and procedures shall continue to integrate land use and transportation planning so that land development patterns support mobility choices and reduced trip lengths.

- **LU23.2** The City's development review policies and procedures shall acknowledge the GHG emission reduction impacts of higher density development and the negative impacts of sprawling, low-density development.

- **LU23.3** The City's LDRs shall continue to support greater development intensity within the Corridor and Center zoning districts, particularly where located along fixed transit lines and around transit stops and stations.
PROPOSED TEXT AMENDMENTS

ORDINANCE

[ORDINANCE TITLE]

[WHEREAS CLAUSES]

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to replace the existing definition for an “Accessory, Dwelling Unit” use with the following language:

“An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area, existing either within the same structure, or on the same lot, as the primary detached single-family house. Accessory dwelling units are not counted against the otherwise applicable maximum dwelling units per acre density standard. (See Use Specific Development Standards)”

Section 2. Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to revise an existing definition for the “Dwelling, Multi-Family” use to read as follows:

“A building designed for or occupied by two or more families (on the basis of monthly, or longer occupancies, or ownership of individual units) with separate cooking, bathroom and sleeping facilities for each unit. Motels, hotels, and other transient accommodation uses are not multiple-family dwellings. Accessory uses include clubhouses, recreational and laundry facilities. Minimum gross floor area shall be, for an efficiency/studio unit 375 sf; one-bedroom unit 500 sf; two-bedroom unit 750 sf; for dwelling units with more than two bedrooms, an additional 200 sf for each additional bedroom.”

Section 3. Section 16.10.020.1 Matrix: Use Permissions and Parking Requirements Matrix and Zoning Matrix of the St. Petersburg City Code is hereby amended to reduce the minimum number of parking spaces required for the “Dwelling, Multi-Family” use to read as follows:

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<thead>
<tr>
<th>Land Use</th>
<th>Traditional</th>
<th>Suburban</th>
<th>Downtown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwelling, Multi-Family</td>
<td>More than 750 square feet; 0.75 + per unit up to 2 bedrooms, plus 0.5 for each additional bedroom; Equal to or less than 750 square feet: 0.50 per unit</td>
<td>More than 750 square feet; 1.25 +.5 per unit up to 2 bedrooms, plus 0.5 for each additional bedroom; Equal to or less than 750 square feet: 0.75 per unit</td>
<td>More than 750 square feet; 1 per unit; Equal to or less than 750 square feet: zero (0) per unit</td>
</tr>
</tbody>
</table>
Section 4. Section 16.40.090.3.2.C Minimum Number of Parking Spaces Required. Administrative Adjustment of Standards is hereby amended to revise an existing adjustment for workforce and affordable housing to read as follows:

Workforce and Affordable Housing reduction. Where committing at least 50% of the total no. of dwelling units for occupancy as affordable to low-income households, as defined in chapter 17.5, City Code, and for a duration of 15 yrs. or more, the development may hold open space in landscape reserve for future parking needs:

- Up to 25% of the min. no. of required spaces and their associated drive lanes may be held in reserve as unimproved open space;
- Additional 20% may be held in reserve if located within 1/8 mile of a transit stop serving at least two different transit routes; or
- Additional 10% may be held in reserve if located or if the development is not located within 1/8 mile of a transit stop, but is located within 1/4 mile of a transit stop serving at least two different routes.

9. Where committing at least 50-percent of the total number of dwelling units for occupancy as Certified Affordable/Workforce Housing, the minimum number of parking spaces required may be reduced by 10-percent. For Certified Affordable/Workforce Housing units that are also classified [senior age-restricted], the minimum number of parking spaces required may be reduced an additional 5-percent for a combined 15-percent reduction.

Section 5. Section 16.40.090.3.2.C Minimum Number of Parking Spaces Required: Administrative Adjustment of Standards is hereby amended to add a new adjustment for proximity to high frequency transit routes to read as follows:

10. Proximity to High-Frequency Transit Routes. Where a property, in whole or part, is located within 1/8-mile of a high frequency transit route, defined as a route with a scheduled weekday peak hour headway of 30-minutes or better, the minimum number of parking spaces required may be reduced by 10-percent. High frequency transit routes located on the Interstate 275 do not qualify for this adjustment. This 10-percent reduction may be combined with the reductions allowed for Certified Affordable/Workforce Housing and senior age restricted housing.

Section 6. Section 16.50.010.5.1.A.1 Development Standards. Lot Requirements is hereby amended to revise the minimum lot area to read as follows:

1. The lot area shall be at least 5,000 square feet.

Section 7. Section 16.20.010.11 Building and Site Design: Building Form is hereby amended to revise the building form standards for certified affordable and workforce housing to read as follows:

Building Form.

1. The front porch shall be elevated at least 12 inches above the abutting finished grade level as measured abutting the porch at the front entry. For Certified Affordable / Workforce Housing, the required minimum elevation shall be 8-inches, and the pedestrian walkway at the entrance may be graded to allow zero step entrance in accordance with the City Visitability ordinance.
provided that all other areas of the porch meet the 8-inch minimum above the abutting finished grade.

Section 8. Section 16.20.010.11 Building and Site Design: Wall Composition and Transparency is hereby amended to revise the wall composition and transparency standards for certified affordable and workforce housing to read as follows:

2. At least 30 percent of primary and secondary street facades shall consist of fenestration or architectural details and features. At least 20 percent of the front two-thirds of interior side facades shall consist of fenestration or architectural details and features. At least ten percent of the rear façade on corner lots and through lots shall consist of fenestration or architectural details and features. At least 50 percent of the required fenestration shall be transparent (i.e., window glass). For Certified Affordable / Workforce Housing, the primary and secondary street facades minimum shall be 20-percent and the interior side yard facade minimum shall be 15-percent.

Section 9. Section 16.90.020.3 Rules of Interpretation and Definitions: Definitions is hereby amended to add a definition, in alphabetical order, for certified affordable and workforce housing to read as follows:

Certified Affordable/Workforce Housing shall mean any single-family home designated through the City’s Affordable/Workforce housing program.

Section 10. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

Section 11. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

Section 12. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.
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 LJR 2019-03).

III. **Impact Analysis:**

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

<p>| | |</p>
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<td>No</td>
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<tr>
<td>Yes</td>
<td></td>
</tr>
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</table>

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?

<p>| | |</p>
<table>
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<th></th>
<th></th>
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<tr>
<td>No</td>
<td>X</td>
</tr>
<tr>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Explanation:
IV: Certification

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

CHECK ONE:

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

[Signature]
Manager, Urban Planning and Historic Preservation Division (signature)  

☐ 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.)

[Signature]
Manager, Urban Planning and Historic Preservation Division (signature)  

Copies to: City Clerk  
Joshua A. Johnson, Director, Housing and Community Development
ATTACHMENTS

HABITAT FOR HUMANITY LETTER, APRIL 12, 2019
MAP, QUALIFIED ADU LOTS 4,500 SF – 5,799 SF
MAP, HIGH FREQUENCY TRANSIT ROUTES
COMPARATIVE PARKING ANALYSIS
April 12, 2019

St. Petersburg City Council Member Charlie Gerdes
P.O. Box 2842
St. Petersburg, FL 33731

Dear Councilmember Gerdes,

Habitat for Humanity of Pinellas and West Pasco Counties (HfHPWPC) has worked closely with City Staff in finding common sense solutions, specifically related to design standards, to reduce some of the significant cost barriers of constructing single family affordable housing within St. Petersburg. Currently, there is a package of potential Land Development Regulations (LDRs) design standards amendments for certified affordable housing projects being proposed that with your support would facilitate the ability for all single family housing nonprofit developers to build more homes in the City.

Proposed Changes

Building and site design. Building form

1. The front porch shall be elevated at least 12 inches above the abutting finished grade level as measured abutting the porch at the front entry. For Certified Affordable/Workforce Housing, the required minimum elevation shall be 8 inches, and the pedestrian walkway at the entrance may be graded to allow zero step entrance in accordance with the City Visitation ordinance, provided that all other areas of the porch meet the 8” minimum above the abutting finished grade.
   - Reducing the design requirement from 12” to 8” will save approximately $8,000 per home in construction costs. Collateral information is attached to this document (Attachment 1), demonstrating the realized foundation costs for a Habitat home built in St. Petersburg ($28,433.66) vs the City of Largo ($20,983.02).
   - Greater allowances for ‘zero step’ entries, ensure homes meet visitability standards and assist in ageing in place.

Wall composition and transparency

2. At least 30 percent of primary and secondary street facades shall consist of fenestration or architectural details and features. At least 20 percent of the front two-thirds of interior side facades shall consist of fenestration or architectural details and features. At least ten percent of the rear façade on corner lots and through-lots shall consist of fenestration or architectural details and features. At least 50 percent of the required fenestration shall be transparent (i.e., window glass). For Certified Affordable/Workforce Housing, the primary and secondary street facades minimum shall be 20 percent and the interior side yard façade minimum shall be 15 percent.
   - For a standard SFH front façade of 240sqft this change would reduce the required transparency (windows) by 12sqft from the current 36sqft to 24sqft, effectively reducing the number of windows on the front façade from three to two. Construction costs savings would in the range of $600 to $1,500 per home.

Attached (attachment 2) are example photos of what a reduction would look like.
These minimal design changes will save approximately $10,000.00 in construction costs per home and provide greater feasibility to the development of affordable housing in the City. HHWPWC is requesting your full support for the LDRs design standards amendments for certified affordable housing projects being proposed. We thank you for your time and compassion in your service to the community.

Sincerely,

Mike Sutton
President and Chief Executive Officer

cc: St. Petersburg Mayor Rick Kriseman
    St. Petersburg Deputy Mayor and City Administrator Dr. Kanika Tomalin
    St. Petersburg Neighborhood Affairs Administrator Rob Gerdes
    Habitat for Humanity Board member Karl Nurse
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### 12 inches Above Grade
- **Step Entry**
- **30% Fenestration (3 Windows on Front Façade)**

### 8 inches Above Grade
- **Zero Step Entry / Visitability**
- **> 30% Fenestration (2 Windows on Front Façade)**
ZONING WITH 1/8 MILE BUFFERS FROM HIGH FREQUENCY ROUTES

NEIGHBORHOOD TRADITIONAL
- Neighborhood Traditional Single Family - 1 NT-1
- Neighborhood Traditional Single Family - 2 NT-2
- Neighborhood Traditional Single Family - 3 NT-3
- Neighborhood Traditional Single Family - 4 NT-4

NEIGHBORHOOD SUBURBAN
- Neighborhood Suburban Single Family - 1 NS-1
- Neighborhood Suburban Single Family - 2 NS-2
- Neighborhood Suburban Multi-Family - 1 NSM-1
- Neighborhood Suburban Multi-Family - 2 NSM-2
- Neighborhood Suburban High Rise - NHR
- Neighborhood Planned Unit Development - 1 NPUD-1
- Neighborhood Planned Unit Development - 2 NPUD-2

CORRIDOR RESIDENTIAL
- Corridor Residential Traditional - 1 CRT-1
- Corridor Residential Transect - 2 CRT-2
- Corridor Residential Suburban - 1 CRS-1
- Corridor Residential Suburban - 2 CRS-2

CORRIDOR COMMERCIAL
- Corridor Commercial Traditional - 1 CCT-1
- Corridor Commercial Transect - 2 CCT-2
- Corridor Commercial Suburban - 1 CCS-1
- Corridor Commercial Suburban - 2 CCS-2

INDUSTRIAL
- Industrial Traditional - IT
- Industrial Transect - IS

CENTERS
- Downtown Center District - DC-D
- Downtown Center 1 - DC-1
- Downtown Center 2 - DC-2
- Downtown Center 3 - DC-3
- Downtown Center Park - DC-P
- Employment Center 1 - EC-1
- Employment Center 2 - EC-2
- Institutional Center - IC
- Rail Center 1 - R1-1
- Rail Center 2 - R1-2
- Rail Center 3 - R1-3

PREVIOUSLY
- Previous Use - P

WATER
- Water - W

1/8 Mile Buffer from Higher Frequency Routes
Route Stops along Higher Frequency Routes

City of St. Petersburg
Planning and Development Services Department

April 2019
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**Comparison of parking requirements to St. Petersburg's current requirements**

- **>0.25**
- **>= 0.25 to > 0.125**
- **>= 0.125 to <=0.125**
- **<0.125 to <=0.25**
- **<0.25**
AGENDA ITEM #G-1

LDR Affordable Housing Initiatives, Parking Reductions, and ADUs

CITY FILE: LDR 2019-03: LDR Text Amendments

PRESENTATIONS: Derek Kilborn made a presentation to the Commission.
Elizabeth Abernethy spoke regarding the application.

PUBLIC HEARING: No speakers were present.

MOTION: Approval of consistency with the proposed text amendments to the City Code, Chapter 16, Land Development Regulations (LDRs), confirming consistency with the Comprehensive Plan and recommendation to City Council for approval.

VOTE: Yes – Flynt, Rutland, Walker, Stowe, Cuevas, Barie.
No – Doyle.

PUBLIC HEARING: Karl Nurse spoke in favor of the application.
Sean King spoke in favor of the application.

ACTION TAKEN ON LDR 2019-03:
TEXT AMENDMENTS: Approval of consistency with the proposed text amendments to the City Code, Chapter 16, Land Development Regulations (LDRs), confirming consistency with the Comprehensive Plan and recommendation to City Council for approval; APPROVED 6-1.

AGENDA ITEM #G-2

CASE NO. 19-54000009 APPEAL F-4

APPEAL: Appeal of a POD decision to streamline approval for a variance to the required permeable green space for the front yard in order to provide on-site parking and a driveway.

APPELLANT: Dr. Beth Eschenfelder and Robert A. Coscia
532 6th Avenue North
Saint Petersburg, Florida 33701

OWNER: Stascha Madsen
554 6th Avenue North
Saint Petersburg, Florida 33701

ADDRESS: 554 6th Avenue North

PARCEL ID NO.: 18-31-17-77814-014-0122

LEGAL DESCRIPTION: On File

ZONING: Neighborhood Traditional Single-Family-2 (NT-2)

PRESENTATIONS: Adriana Puentes Shaw made a presentation based on the Staff Report.
Robert A. Coscia spoke on his own behalf.
Ryan Todd spoke on behalf of appellant.
Stascha Madsen spoke on her own behalf.
Rebuttal/Closing Remarks

By Administration:
Waived

By Applicant:
Waived

Executive Session

Commissioner Michaels: I believe Staff has done a good job reviewing this and developing a recommendation. It seems to be well founded and there seems to be a need on the part of the church.

Commissioner Wannemacher: I believe this to be a mutual benefit to the neighborhood as well as the church. Having one side residential homes, it is better to have neighbors, watching out for each other. I think this is beneficial to a residential neighborhood, adding more homes to this neighborhood.

MOTION: Commissioner Winters moved on approval of the Staff recommendation Commissioner Michaels seconded

VOTE: YES – 7
NO – 0

Motion approved by all present

F. City File LGCP 2019-01 Contact Person: Britton Wilson, 551-3542

Request: City-initiated text amendments to the Comprehensive Plan pertaining to housing initiatives; updating the Coastal High Hazard Area (CHHA) map; and updating the Vision 2020 Special Area Plan (SAP).

Staff Presentation

Britton Wilson gave a PowerPoint presentation based on the Staff Report.

Executive Session

Commissioner Wannemacher: Thank you, I think this is a positive change, how does this effect the parking requirements? Will there be any potential modification or reduction in parking requirements with this Missing Middle category, so that we are not requiring one per one, again wondering if there will be flexibility.

Britton Wilson: Yes Commissioner, following through, after the comprehensive plan text amendments there will be amendments to the Land Development Regulations on the building design side that may look at reducing parking requirements, et cetera.

Commissioner Wannemacher: Thank you.

Derek Kilborn: I will add to that, we are already in the middle of that process. Tex: amendments to Chapter 16
go to the Development Review Commission (DRC) and similar to your role here they make a finding of consistency with the Comprehensive Plan and then they make a recommendation to City Council. We proposed to the DRC last month and they approved and recommended to Council that we reduce the minimum parking requirement for multi-family projects in all zoning categories, traditional, suburban and downtown. We split the parking requirement and created a carve out for units that are 750 sq. ft. or less. For those units the parking requirement is lower standard than units that are greater than 750 sq. ft. Council also asked us to reduce the parking requirement for units more than 750 sq. ft. In addition to creating the carve out both standards are not reduced. As an example, downtown, will continue to be for large units one parking space per unit but for a unit of 750 sq. ft. or less there will be zero parking requirement. In the traditional category the formula becomes a decimal formula. Two bedrooms it is a .75 calculation rather than a 1 and for units that are 750 sq. ft. or less the .5 per unit. We are starting with those numbers we will see how it works. Perhaps make additional adjustments later as part of the Vision 2050 discussion and process. For now, this is what we are recommending. Since I have the floor I will also add there are two additional parking reductions, the second is a reduction to workforce and affordable housing units. If you are providing workforce and affordable housing in your project and they comprise at least 50% of the overall number of units, there will be an additional 10% reduction and if those units are restricted to will be 10% plus the additional 5%, stacking those to 15% reduction, if you are more than 50% workforce affordable and age restricted. There is also a reduction for proximity to high-frequency transit routes, that would be within an 8th of a mile of a high frequency transit route which was described before the DRC as 30 minutes or less, there would be an additional 10% reduction. We have done additional work since the DRC meeting there has been a few routes that were identified as having “should be included”. That would take the description up to 35-minute headway time. Those are the changes that were recommended and will be going to City Council shortly for their review.

Commissioner Wolf: On the accessory dwelling units, they can now be inserted into some of the NT designations and that was at Council, did I understand that correctly?

Britton Wilson: Yes Commissioner, the accessory dwelling units are already permitted in the NT-1 and NT-2 zoning districts.

Commissioner Wolf: I am in NT-3, which is why I ask.

Britton Wilson: Not in NT-3 currently.

Commissioner Wolf: Will those parking requirements be reviewed? For accessory dwelling units, .75 and .5, is that what you were referring to the accessory dwelling units on that comment?

Derek Kilborn: I do not believe we reduced the parking requirement for the ADU line item, I think it is only specific to the multi-family units. We have introduced into the conversation, but it is not formally part of the application that is moving right now. We want to consider accessory dwelling units in other categories where it is not allowed today, including neighborhood suburban, there are some large neighborhoods suburban that could benefit from an allowance for accessory dwelling units but we think that conversation is more appropriate for the broader Vision 2050 discussion that we will be having through the late summer/fall rather than try and have that discussion now and compromise the other changes that we think are fairly minor.

Commissioner Winters: Accessory Dwelling Units I understand they are excluded from the regular density calculation the maximum units per acre but what is the impact on the floor area ratio? I know there were a lot of discussions about floor area ration with the LDR updates and I know that some neighborhoods have concerns about that.
Elizabeth Abernethy:  Good afternoon Commissioners, Elizabeth Abernethy, Director of Planning and Development Services. I am going to jump in here, a couple of things, the first LDR package that we have reduces the minimum lot size requirement for accessory dwelling units from 5800 sq. ft to 4500 sq. ft. this comprehensive plan amendment will allow us to effectuate that change to the Land Development Code and allow it on smaller lots. That is going to open almost 10,000 additional lots to qualify for accessory dwelling units in the NT-1 and the NT-2. When we did the major amendment to the land development regulation in 2017, and added FAR limits in NT-1, 2 and 3 we specifically excluded the first 500 sq. ft. of an accessory dwelling unit towards counting towards that total FAR for the house. They will be allowed an extra 500 sq. ft. beyond the FAR limits. If they want an accessory dwelling unit a little bit larger they are allowed up to 750 sq. ft. under current code. They want the extra 250 sq. ft. they will have to count it.

Commissioner Winters: to follow up on Commissioner Wannemacher’s question, I happy to see the parking requirements reduced too. I do have concerns on the mobility issue, the bottom of page 8 in the packet. The public transportation options continue to be really limited, this just and editorial comment, that I am concerned with our ability to really provide methods for people to move around the city who chose to not have a car or bicycle.

Commissioner Michaels: I applaud the intent to provide more affordable housing. I think it is tremendously needed and we are going in the right direction. The impact of this change on the maximum density for the City and on the population side this would not allow for an additional 2,300 people to live in St. Petersburg, is that approximately, that would be the maximum.

Britton Wilson: The maximum at a rate of 1.5 per unit at maximum build out of all the potential acreage.

Commissioner Michaels: Tying that to the parking, auto and transportation issue do you have an analysis on what the additional number of autos would likely be? I noticed in the material that was provided, there is backup from the County, where they discuss a one parking space per unit, it sounds like that is not what we are anticipating here.

Britton Wilson: Correct, no specific transportation analysis was done, very general impact was provided in this report.

Commissioner Michaels: We do not really know what the additional auto impact would be then?

Britton Wilson: Not at this point.

Commissioner Michaels: Under level of service standards on page 8, we have the service standards for sanitary sewer water, it states that a standard for peak wet weather capacity and evaluating the need for additional annual average capacity is in the works, that has been in the works for three (3) years, why is there a hold up? We are approving more density for the City when we do not have a fleshed-out service standard for sanitary sewer water.

Britton Wilson: I can put together the more recent efforts that the City has put towards the sanitary sewer improvements and can add it as a supplemental analysis that goes forward to Council.

Commissioner Michaels: You can get it back to us prior to. Regarding sanitary sewage, there is a statement that there is a 40% excess capacity for sanitary sewage based on current average daily use. If these changes are
approved, how will that affect 40% excess capacity? Can you give us an estimate?

Britton Wilson: Between 9.2% on the high end and 6.5% on the low end.

Commissioner Michaels: If this is approved, we are looking at having a 30% excess capacity?

Britton Wilson: Correct and those numbers I just read to you include additional numbers when we calculated residential median, so those would be lower numbers.

Commissioner Michaels: I understand we are discussing maximum and not necessarily going to reach maximum. Finally, on page 9 it is stated that the proposed changes could potential support the City’s growth rate for the next 5 to 7 years, what about after that?

Britton Wilson: That could be worded better, to state not in the next 5 to 7 years but the equivalent of 5 to 7 years’ worth of population expansion, not necessarily happen in the next 5 to 7 years. It represents a growth rate between 5 to 7 years, again, not necessarily will that growth rate occur in the next 5 to 7 years.

Commissioner Michaels: Thank you for clarifying.

Commissioner Whiteman: What affect does this have on potable water bill? Is there going to be a separate meter? Will it be on the main meter?

Britton Wilson: In reference to the ADU? They can be on either. An individual household could meter the ADU with the primary single family home or they can separate them.

Commissioner Whiteman: What affect does that have on garbage fees and the dumpsters?

Britton Wilson: At this time, it is negligible. If there is a significant impact that might be revisited on those fees.

Michael Dema: I believe you can request a second garbage can for a nominal fee each month if you have a ½ unit for the ADU. With respect to potable water, I believe a lot of it is age. A lot of the existing ADUs are converted garages, they would not have needed to bifurcate the system. Whereas now if they are being created as ADUS there is a higher likelihood of having a dedicated water line for that unit.

Commissioner Whiteman: On the garbage, if they use the same garbage can, our garbage volume would go up and no additional fees at that point. What affect does this have on the new impervious surface tax? Because you would have a bigger impervious surface so that tax would go up, right?

Elizabeth Abernethy: I had a long conversation with one of the representatives today about the new fee and how we are going to track impervious surface moving forward, so we know when someone changes from one level fee to the next. My understanding is it is a tired system depending on how much of your lot is covered you have a different rate, the more impervious surface you might jump up into the next tier and have to pay the higher rate. If someone is adding an accessory dwelling unit when they come through permitting they have to provide us with the data of the additional impervious that could push them into the next rate category. That is something that will be monitored and accessed at the time of permitting and tracked through the permitting system.
MOTION: Commissioner Michaels moved on approval of the Staff recommendation
Commissioner Winters seconded

*Original Motion includes changes presented by City Staff during the public hearing
and included in the updated Staff Report

VOTE: YES – 7
NO – 0

Motion passes by a vote of 7 to 0.

VII. PUBLIC HEARINGS
None

VI. REPORT

Coastal High Hazard Area Update on Proposed Coastal High Hazard Area (CHHA) Design Guidelines

Update regarding the Storefront Conservation Corridor Overlay approved by City Council on April 18, 2019

VII. CPPC MEMBER/STAFF COMMENTS, ANNOUNCEMENTS
None.

VIII. ADJOURN
With no further items to come before the Commission, the public hearing was adjourned at 4:02 P.M.
The following page(s) contain the backup material for Agenda Item: Sewer Report
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from Tampa Armature Works, Inc., a sole source provider, for three replacement distribution motors and two complete motor and pump combinations for the Water Resources Department, at a total cost of $427,189.

Explanation: The vendor will provide three motors and couplings for three pumps, and two motor coupling and pump combinations, start-up service, and technical support to replace existing SIMFLO pumps at the Northwest Water Reclamation Facility.

The new motors and pumps will be used to distribute reclaimed water from the North West Water Reclamation Facility to the City's Reclaimed Water System. This existing brand of pump has been engineered for use in existing distribution pump systems. It has proven to be reliable and operationally cost effective.

These motors and pumps are a direct replacement of the existing pumps and are operable elements of a five-part piping and pumping system. The existing pumps are more than 35 years old and have exceeded their useful service life. The old pumps will be evaluated for possible refurbishment. If refurbishment is not possible, they will be recycled. The standard service life for these pumps is 20 years.

A sole source purchase is recommended because installation of a pump from another manufacturer would necessitate an additional expense for engineering and piping modifications. In addition, the supplier is the only authorized representative for Simflo pumps in the region.

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

Tampa Armature Works, Inc (Tampa) .................................................. $427,189

This purchase is made in accordance with Section 2-249, Sole Source Procurement, of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $50,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NW Distribution Pumps FY18 Project (16394).

Attachments: Sole Source Resolution

Approvals:  

Administrative  

Budget
**Sole Source Request**

**Procurement & Supply Management**

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**Proposed Vendor:** Tampa Armature Works

**Estimated Total Cost:** $419,214.00

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

3 each, 400hp, 460v, and custom-built vertical solid shaft electric motors and pump couplings.

1 each, 400hp Pump, coupling and motor Combination and 1 each 150hp pump, coupling, and motor combination for the NWWRF Reclaimed Distribution pumping system

**Purpose of Function of Items:**

To distribute treated effluent water to customers in the COSP for irrigation use using existing engineered systems.

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

3 custom made motors are necessary to match vertical turbine pumps already on order through City PO#216513. Replacing 40 year old motors which have reached the end of their effective service life. The 400hp and 150hp pump and motor combination replaces existing equipment that is at the end service life or has obsolete motor upper assemblies. The pump, coupling and motor design must be matched by the OEM in order to operate effectively and efficiently. TAW is the sole source representative for SIMFLO pumps in Florida.(See attached document package)

I hereby certify that in accordance with Section 2-232(d) of the City of St. Petersburg Purchasing Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification.

**Charles R. Wise**

WRF Manager

Department Director

**Louis Moore, Director**

Procurement & Supply Management

**Date**

4/24/2019

**Date**

04-25-2019

**Date**

05/07/19

**Date**

5/07/19

**RECEIVED**

MAY 8 2019

PURCHASING DEPT
RESOLUTION NO. 2019-____

A RESOLUTION DECLARING TAMPA ARMATURE WORKS, INC. TO BE A SOLE SOURCE SUPPLIER TO PROVIDE SIMFLO PUMPS; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE FROM TAMPA ARMATURE WORKS, INC. FOR THREE MOTORS AND COUPLINGS FOR THREE PUMPS AND TWO MOTOR COUPLINGS AND PUMP COMBINATIONS, AND OTHER SERVICES AT A TOTAL COST NOT TO EXCEED $427,189; 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 three replacement distribution motors and two new complete motor and SIMFLO pump combinations for the Water Resources Department; and

WHEREAS, a sole source purchase is recommended because Tampa Armature Works, Inc. is the only authorized representative for SIMFLO pumps in the region; and

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

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Water Resources Department, recommends approval of the award to Tampa Armature Works, Inc. as a sole source supplier; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Tampa Armature Works, Inc. is declared a sole source supplier to provide SIMFLO pumps.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase from Tampa Armature Works, Inc. for three motors and couplings for three pumps and two motor couplings and pump combinations, and other services at a total cost not to exceed $427,189 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.
Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00450913
To: Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a six-year blanket purchase agreement with Environmental Products of Florida, a sole source supplier, for maintenance and repair of five new Vactor 2100 Series vehicles for the Fleet Management Department, at a total contract amount of $405,000.

Explanation: Administration received a proposal for comprehensive maintenance and repair services for the City's fleet of five new Vactor 2100 Series sewer cleaning vehicles. The vehicle purchase was previously approved by City Council on October 4, 2018. Environmental Products of Florida is the only factory authorized maintenance and repair facility for west Florida, therefore a sole-source procurement is recommended.

The vendor will provide all labor, material, and equipment to perform on-site factory recommended scheduled maintenance and repair of the vehicles, excluding tires and sewer cleaner related components. The vendor will also transport the vehicles to and from the City facility at no cost for services that cannot be completed at the City's site. This proposal is based on maximum average annual usage of the sewer cleaner equipment of 2,000 engine hours per year. An hourly charge of $75 will be charged for hours exceeding 2,000 average annual engine hours per year.

The vendor will guarantee that the equipment covered under the agreement will be available for operation at least 95% of normal workdays; vehicles will not be out of service for more than three consecutive workdays for sewer cleaner related issues; no more than five consecutive workdays for chassis-related issues; and no more than five normal workdays in any 100 consecutive normal workday period. Loaner vehicles will be provided should any repair exceed this timeframe.

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

Environmental Products of Florida.................................$405,000
(5 EA@ $13,500 $ 67,500 for six years)

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding if it has been determined that the supply or service is available from only one source. Environmental Products of Florida is based in Apopka, Florida and has been in business since January 2002. A blanket purchase agreement will be issued to the vendors, and will be binding only for actual services rendered. This agreement will be effective through June 30, 2025.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Fleet Management Fund (5001), Fleet Mechanical Costs Division (800-2527).

Attachments: Sole Source (2 pages)
Resolution

Approvals:

[Signatures]

Administrative

Budget
City of St. Petersburg
Sole Source Request
Procurement & Supply Management:

Department: Fleet Management  Requisition No. 5422727

Check One: X Sole Source  Proprietary Specifications

Proposed Vendor: Environmental Products of Florida

Estimated Total Cost: $405,000

Description of Items (or Services) to be purchased:
Six year maintenance and repair contract for five Vactor sewer cleaners.

Purpose of Function of items:
Repair and maintenance of five Vactor sewer cleaners purchased from Environmental Products of Florida to insure that equipment operated by the City will provide the lowest total cost during its useful life.

Justification for Sole Source of Proprietary specification:
Environmental Products of Florida is the only authorized service center for Vactor products in the area.

Randall Johnston
Department Director

Claude Tankersley
Administrator/Chief

12 April 2019

04/16/19

RECEIVED
APR 17 2019
PURCHASING DEPT

Rev (1/11), (6/15)
Louis Moore, Director  
Procurement & Supply Management

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

4/25/19
A RESOLUTION DECLARING ENVIRONMENTAL PRODUCTS OF FLORIDA TO BE A SOLE SOURCE SUPPLIER FOR THE MAINTENANCE AND REPAIR FOR THE FIVE NEW VACTOR 2100 SERIES CLEANING VEHICLES; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A SIX-YEAR BLANKET PURCHASE AGREEMENT WITH ENVIRONMENTAL PRODUCTS OF FLORIDA FOR MAINTENANCE AND REPAIR SERVICES FOR THE FIVE NEW VACTOR 2100 SERIES SEWER CLEANING VEHICLES AT A TOTAL COST NOT TO EXCEED $405,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 4, 2018, City Council approved the purchase of five new Vactor 2100 Series sewer cleaning vehicles ("Cleaning Vehicles"); and

WHEREAS, the City desires to purchase maintenance and repair services for Cleaning Vehicles; and

WHEREAS, a sole source purchase is recommended because Environmental Products of Florida is the only factory authorized maintenance and repair facility for west Florida; and

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

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of the award to Environmental Products of Florida as a sole source supplier; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Environmental Products of Florida is declared a sole source supplier for the maintenance and repair of five new Vactor 2100 Series cleaning vehicles.

BE IT FURTHER RESOLVED that the proposal is accepted and the award of a six-year Blanket Purchase Agreement for the maintenance and repair services for the five new Vactor 2100 Series cleaning vehicles at a total cost not to exceed $405,000 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.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)
00450271
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a job order to PCL Construction, Inc. for the removal and replacement of flow meters and associated instrumentation at the Northeast Water Reclamation Facility, at a contract amount of $248,099.19.

Explanation: PCL Construction, Inc. (PCL) was one of four job order contractors approved by City Council on June 15, 2017, to perform Job Order Contracting (JOCs) services for the City. These services include wastewater and water treatment plant maintenance, repair, minor construction and utilities. PCL has executed an agreement with the City dated December 14, 2017, to perform Job Order Contracting Services and has provided appropriate licensing, bonding and infrastructure.

Job Order number NEWRF-PCL-0004.00 will provide for the removal and replacement flow meters and associated instrumentation at the Headworks, Reclaim Piping Site 1, and Reclaim Piping Site 2. This proposal includes installation of system components, connection to the SCADA system, calibration, and start-up services for each instrument.

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

The cost of the services to be provided by PCL includes general conditions, mobilization, materials, equipment and labor in the attached contractor price proposal.

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

PCL Construction, Inc. $248,099.19

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

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 SBE Committee voted and approved to not assign a goal due to the technical nature of the scope of work.

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

Attachments: Scope of Work (5 pages)
Price Summary and Details (6 pages)
Resolution

Approvals:

[Signatures]
April 10, 2019

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

RE: Instrumentation Replacement at NEWRF – REV. 1
NEWRF-PCL-0004.00

Mr. Witbracht,

PCL Construction, Inc. is pleased to provide the City of St. Petersburg this revised proposal for the removal and replacement of flow meters and associated instrumentation as identified at the Headworks, Reclaim Piping Site 1 and Reclaim Piping Site 2 (Reclaim Return). This proposal includes installation of system components, connections to the existing SCADA system, calibration, and start-up services for each new instrument. Additionally, Submittal and O&M Information will be provided for new flow meters and pressure transmitters.

NOTE: The previously submitted pricing for Injection Well’s 1 through 3 have been removed per the Owner’s request.

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

Please review and we can discuss further if necessary.

Scope of Work and Supply by PCL Construction:

Headworks:
   a. Isolate 18" force main (to be performed by City of St. Petersburg (CoSP)) and pump out remaining liquids below existing flow meter (will be performed by PCL Construction).
      a. Sufficient isolation time as agreed upon by CoSP and PCL will be provided to perform required scope of work.

PCL CONSTRUCTION, INC.
1 N Dale Mabry Hwy, Ste 1050, Tampa FL, 33609
Telephone 813.425.1440 ◆ Facsimile 813.961.1575
We encourage MBE / WBE / DBE participation. We are an Equal Opportunity Employer.
b. Loosen 18" flanged coupling adapter to facilitate removal of existing flow meter.
c. Install new flow meter, gaskets, bolts and retighten existing flange coupling adapter.
d. Demo existing flow meter transmitter and install new unit complete with sunshield and surge protector in location previously identified by City personnel.
e. Terminate, test, and commission new 18" Flow Meter.
f. Return 18" force main to service.
g. Isolate 30" force main (to be performed by CoSP) and pump out remaining liquids below existing flow meter (will be performed by PCL Construction).
   a. Sufficient isolation time as agreed upon by CoSP and PCL will be provided to perform required scope of work.
h. Loosen 30" flanged coupling adapter to facilitate removal of existing flow meter.
i. Install new flow meter, gaskets, bolts and retighten existing flange coupling adapter.
j. Demo existing flow meter transmitter and install new unit complete with sunshield and surge protector in location previously identified by City personnel. *EXISTING refrigerated sampler to be temporarily relocated during construction.*
k. Terminate, test, and commission new 30" Flow Meter.
l. Instrumentation being supplied at Headworks includes:
   a. One (1) 30" Siemens Mag 5100W-7ME6580-7DL14-2LA2 Magnetic Flow Meter with Remote Transmitter and all required accessories for full installation.
b. One (1) 18" Siemens Mag 5100W-7ME6580-SYJ14-2LA2 Magnetic Flow Meter with Remote Transmitter and all required accessories for full installation.
c. Two (2) Aluminum sun shields for remote transmitters
d. Two (2) Edco SLAC-12036 Power and Signal Surge Protectors

Reclaim Piping Site 1:
   a. Isolate 24" Injection piping (to be performed by CoSP).
b. Demo existing exposed DIP piping between bends, Doppler Flow Meter, and pressure transmitter.
c. Install new DIP piping and flow meter.
d. Terminate, test, and commission new 24" flow meter.
e. Paint new piping.
f. Form, reinforce, and pour 1’ thick concrete pad beneath DIP piping.

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g. Instrumentation being supplied at Reclaim Piping Site 1 includes:
   a. One (1) 24" Siemens Mag 5100W-7ME6580-6PJ14-2LA2 Magnetic Flow Meter with Remote Transmitter and all required accessories for full installation.
   b. Aluminum sun shield for remote transmitters
   c. One (1) Edco SLAC-12036 Power and Signal Surge Protector
   d. One (1) Pressure assembly with Pressure Transmitter and gauge to match existing (material to be 316 SS).

Reclaim Return Piping Site 2:
   a. Isolate 24" ductile piping (to be performed by CoSP).
   b. Demo existing Doppler Flow Meter and pressure transmitter.
   c. Install new flow meter.
   d. Terminate, test, and commission new 24" flow meter.
   e. Paint new flow meter as required.
   f. Form, reinforce, and pour 1’ thick concrete pad beneath DIP piping.
   g. Instrumentation being supplied at Reclaim Piping Site 1 includes:
      a. One (1) 24" Siemens Mag 5100W-7ME6580-6PJ14-2LA2 Magnetic Flow Meter with Remote Transmitter and all required accessories for full installation.
      b. Aluminum sun shield for remote transmitters
      c. One (1) Edco SLAC-12036 Power and Signal Surge Protector

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

To be provided by the City of St. Petersburg:

- If needed, potable/service water suitable for construction activities (cleaning/flushing, pressure washing, etc.) will be supplied by the City of St. Petersburg.
- Valve operation to isolate each specific work area as requested by PCL Construction.
- Adequate work/storage area for the duration of the work schedule.
- Access to site services that PCL may use during the work (Portable sanitation, trash dumpsters, equipment maintenance, etc.).

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• Access for PCL Equipment to perform the scope of work (Cranes, forklifts, etc.—this equipment may need to be stored onsite for the duration of the work to be performed).

Exclusions and Assumptions:

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

• All documentation provided by the Owner has been for informational purposes for PCL Construction to provide a qualified proposal for the scope of work to be performed.
• It is assumed that all instrument transmitters will be mounted to new concrete pads, if the concrete pads are eliminated, PCL will pour single pads at each transmitter location.
• PCL assumes that all well lines and reclaimed water sites can be sufficiently isolated to prevent continuous flow.
• Final restoration of the construction access area will include sod, seeding and/or mulching techniques.
• PCL Construction will be allowed to mobilize to the site for work upon approval/acceptance of this proposal.
• PCL will provide the City of St. Petersburg a copy of a general Site Safety Program.
• Both parties shall agree to comply with the mutual party’s safety programs.
• PCL will comply with the site security requirements that are in place.
• PCL will not be responsible for EPA Storm Water maintenance.
• PCL will only be responsible for site clean-up and restoration in the immediate work areas and storage areas that will be used for the completion of the scope of work described.
• All legally salvageable material that has been demolished will become the property of PCL. All remainder of demolished material will be removed and disposed of offsite.
• The owner will grant access to site services contractors that PCL may use during the course of the work (Portable sanitation, trash dumpsters, equipment maintenance, etc.)
• Owner will grant access for PCL material suppliers to make deliveries as required (PCL will provide as much lead time notice as available).

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Telephone 813.425.1440 ♦ Facsimile 813.961.1575

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• PCL Construction excludes any permit or inspection costs that may be required.
• PCL Construction will not be responsible for underground locate services (This will be coordinated thru the owner if required).
• PCL will not be responsible for any onsite Hazardous Material encountered.
• Proposal excludes pricing for any remediation of hazardous material found on the existing site. This will be the sole burden and responsibility of the owner.
• Proposal excludes any compliance with Buy American, Buy America, Buy Domestic or similar,

If you should have any questions, please contact me at (941) 713 1947.

Sincerely,

Andrew T. Franosz
PCL CONSTRUCTION, INC.

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Telephone 813.425.1440 ◆ Facsimile 813.961.1575
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Date: 4/10/2019

Work Order #: NEWRF-PCL-0004.00

Title: Instrumentation replacement at NEWRF

Contractor: St. Petersburg - PCL Construction, Inc.

Contractor Number: 156-0013-CP(DF)

Job Order Value: $248,099.19

Proposal Name: Instrumentation replacement at NEWRF

Proposal Value: $248,099.19

To: Project Manager

From: Contractor Project Manager

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<td>0100 General</td>
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<td>11 Process Equipment</td>
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Grand Total: $248,099.19

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

The Percent of NPP on this Proposal: 32.20
**Contractor Price Proposal Details - Category**

**Date:** 4/10/2019  
**Work Order #:** NEWRF-PCL-0004.00  
**Title:** Instrumentation replacement at NEWRF  
**Contractor:** St. Petersburg - PCL Construction, Inc.  
**Contractor Number:** 156-0013-CP(DF)  
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<td>Mileage For Professional Services (Engineering, Surveying, Etcetera)For use only when the Owner directs the contractor to use personnel whose base of operations is more than 100 miles from the site. Quantity shall be miles that exceed 100.</td>
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**Subtotal for 01 General - 0101 General:** 77.83

**01 General Conditions**

| 0101 General Conditions |     |     |                                                                             |            |
| 01 22 20 00-0044 | DAY |     | Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services. | $9,340.13 |
| Qty | Unit Price | Factor | Total |
| 8 | $840.00 | 1.3899 | 9,340.13 |
| **Contractor Notes:** HSE Safety Supervisor for site specific safety requirements. 2 DY / WK, Duration of 1 MO |     |     |                                                                             |            |

**3 01 22 20 00-0044 | DAY |     | Investigating Senior Engineer Or Specialty ConsultantFor special investigating requirements or services outside required architectural and engineering services. | $4,670.06 |
| Qty | Unit Price | Factor | Total |
| 4 | $840.00 | 1.3899 | 4,670.06 |
| **Contractor Notes:** Design Assist Review & Constructability Review |     |     |                                                                             |            |

**4 01 22 20 00-0047 | MI |     | Mileage For Professional Services (Engineering, Surveying, Etcetera)For use only when the Owner directs the contractor to use personnel whose base of operations is more than 100 miles from the site. Quantity shall be miles that exceed 100. | $194.59 |
| Qty | Unit Price | Factor | Total |
| 250 | $0.56 | 1.3899 | 194.59 |
| **Contractor Notes:** Travel Expenses for HSE, 25 Miles per Day round trip x 5 Days |     |     |                                                                             |            |

This report was not generated or reviewed by your Account Manager of The Gordian Group
**01 General Conditions**

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**Contractor Notes:** Temporary Power

| 01 52 19 00-0003 | MO | Portable Toilets, Chemical | $208.18 |
|                 |    |                             |         |
|                 | 2 | X $74.89 | 1.3899 | $208.18 |

**Contractor Notes:** Forklift MOB/DEMOB

| 01 71 13 00-0003 | EA | Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc. | $598.77 |
|                 | 1 | X $430.80 | 1.3899 | $598.77 |

| 01 74 19 00-0012 | EA | 20 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. | $1,561.55 |
|                 | 2 | X $561.75 | 1.3899 | $1,561.55 |

| 01 74 19 00-0012 | 0007 | MOD | City Of St. Petersburg Franchise Fee, Add | $54.75 |
|                 | 1 | X $39.39 | 1.3899 | $54.75 |

**Subtotal for 01 General Conditions:** $17,917.02

**02 Site Work**

| 0100 General | 0122 23 00-0281 | DAY | 1 CY, 24" Bucket, 14'-4" Deep, 75 HP, Loader-Backhoe With Full-Time Operator | $7,825.13 |
|             | 10 | X $626.01 | 1.25 | $7,825.13 |

**Subtotal for 02 Site Work - 0100 General:** $7825.125

| 0200 Existing Utilities | 0122 20 00-0014 | HR | Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only. | $2,708.64 |
|                        | 80 | X $24.36 | 1.3899 | $2,708.64 |

| 0122 23 00-0739 | WK | 156,000 GPH, 6" Discharge, 160" Maximum Head, Diesel Powered Portable Trash Pump | $5,283.26 |
|                 | 3 | X $1,267.06 | 1.3899 | $5,283.26 |

**Contractor Notes:** Pumping Down HW Pipe

*This report was not generated or reviewed by your Account Manager of The Gordian Group*
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<td>13</td>
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<td>Scaffolding With Bracing Accessories - Area Based On 5’ Wide x 7’ Long Sections (CCF / Month)</td>
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<td>01 54 23 00-0008</td>
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<td>&gt;20’ To 40’ Height Scaffolding Erection And Dismantling, Per CCF Of Scaffolding And AccessoriesIncludes both erection and dismantling of scaffolding.</td>
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<td>15</td>
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<tr>
<td>0100 General</td>
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<td>20</td>
<td>03 20 00 00-0000</td>
<td>CY Subcontractor - Concrete Pad Material, Form, Reinforce, and Pour</td>
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<td></td>
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<td>0100 Electrical</td>
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Contractor Price Proposal Details - Category

This report was not generated or reviewed by your Account Manager of The Gordan Group
## CSI Number

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<td>23</td>
<td>0101 Flow meters</td>
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<td></td>
<td>8,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator</td>
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<td></td>
<td>(Installation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>24</td>
<td>Saw Cut Minimum Charge</td>
<td>EA</td>
<td></td>
<td></td>
<td>$433.56</td>
<td>1.3899</td>
<td>$1,205.21</td>
</tr>
<tr>
<td></td>
<td>For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>25</td>
<td>Cleaning And Emergency Clean Up - General Laborer (Unskilled)</td>
<td>HR</td>
<td></td>
<td></td>
<td>$23.62</td>
<td>1.3899</td>
<td>$2,626.36</td>
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<td></td>
<td>(Installation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Medium, 2-Piece, Hinged Extruded Aluminum With Sunshield/Vicon model V317H-SHB-24. Includes 24VAC blower/heater.</td>
<td>EA</td>
<td></td>
<td></td>
<td>$224.84</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>27</td>
<td>24&quot; Mechanical Joint Ductile Iron Pipe</td>
<td>LF</td>
<td></td>
<td></td>
<td>$144.57</td>
<td>1.3899</td>
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<td></td>
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<td></td>
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<tr>
<td>28</td>
<td>For Class 53, Add</td>
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<td>0019</td>
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<td>$33.42</td>
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<td>$92.90</td>
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<tr>
<td>29</td>
<td>24&quot; Pipe And Fitting Restraint, Mechanical Joint Ductile Iron (Megalog 1100)</td>
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<td></td>
<td>$793.44</td>
<td>1.3899</td>
<td>$4,411.21</td>
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<tr>
<td></td>
<td>(Installation)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>5,000 LB Capacity, Hand Chain Hoist</td>
<td>EA</td>
<td></td>
<td></td>
<td>$1,990.83</td>
<td>1.3899</td>
<td>$5,533.55</td>
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<tr>
<td></td>
<td>(Installation)</td>
<td></td>
<td></td>
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<td></td>
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</tbody>
</table>

### Contractor Notes:
- **Installation and commissioning of flow meters**
- **FM Sunshield**
- **Chain hoists used to lift and rig 18" and 30" Flowmeters at Headworks**

---

**Contractor Price Proposal Details - Category**

4 of 5

*This report was not generated or reviewed by your Account Manager of The Gordian Group*
<table>
<thead>
<tr>
<th>CSI-Number</th>
<th>Mod.</th>
<th>Description</th>
<th>LineTotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>31 468283 00-0048</td>
<td>EA</td>
<td>Differential Pressure Transmitter, Normal Range 0-10.7&quot;H2O, 316 Stainless Steel Construction, 0.1% Accuracy, 1/2&quot; NPT Process Connection. Model: ABB Instrumentation, Model #621DD2I0811141</td>
<td>$2,118.99</td>
</tr>
<tr>
<td>32 468283 00-0048</td>
<td>0096 MOD</td>
<td>For Transmitter With LCD Indicator, Add</td>
<td>$972.93</td>
</tr>
<tr>
<td>33 468283 00-0073</td>
<td>EA</td>
<td>18&quot; Magnetic Flowmeter, ABB Instrumentation Primary Model #MFF And Transmitter Model #MFE</td>
<td>$12,600.83</td>
</tr>
<tr>
<td>34 468283 00-0075</td>
<td>EA</td>
<td>24&quot; Magnetic Flowmeter, ABB Instrumentation Primary Model #MFF And Transmitter Model #MFE</td>
<td>$34,971.33</td>
</tr>
<tr>
<td>35 468283 00-0076</td>
<td>EA</td>
<td>30&quot; Magnetic Flowmeter, ABB Instrumentation Primary Model #MFF And Transmitter Model #MFE</td>
<td>$38,627.21</td>
</tr>
</tbody>
</table>

Subtotal for 11 Process Equipment - 0101 Flowmeters: $124,101.28

Subtotal for 11 Process Equipment: $184,088.78

Grand Total: $248,099.19

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

The Percent of NPP on this Proposal: 32.20
RESOLUTION NO. 2019-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. NEWRF-PCL-0004.00 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND PCL CONSTRUCTION, INC. ("CONTRACTOR") DATED DECEMBER 14, 2017 FOR CONTRACTOR TO REMOVE AND REPLACE FLOW METERS AND ASSOCIATED INSTRUMENTATION AT THE NORTHEAST WATER RECLAMATION FACILITY IN AN AMOUNT NOT TO EXCEED $248,099.19; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Administration desires to issue Job Order No. NEWRF-PCL-0004.00 for Contractor to remove and replace flow meters and associated instrumentation at the Northeast Water Reclamation Facility in an amount not to exceed $248,099.19.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Job Order No. NEWRF-PCL-0004.00 to the Agreement between the City of St. Petersburg, Florida and PCL Construction, Inc. ("Contractor") dated December 14, 2017 for Contractor to remove and replace flow meters and associated instrumentation at the Northeast Water Reclamation Facility in an amount not to exceed $248,099.19.

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)
00450399
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a job order to Caladesi Construction Co. for the installation of a 6" blow-off on the Mobley Road 36" intertie between the 36"- and- 48" water transmission mains at a contract amount of $65,694.96.

Explanation: Caladesi Construction Co. (Caladesi) was one of four job order contractors approved by City Council on June 15, 2017, to perform Job Order Contracting (JOCs) services for the City. These services include wastewater and water treatment plant maintenance, repair, minor construction, and utilities. Caladesi has executed an agreement with the City dated February 20, 2018, to perform Job Order Contracting Services and has provided appropriate licensing, bonding and infrastructure.

Job Order number WTM-Caladesi-0005.00 will provide for installation of a 6" - blow-off assembly to facilitate draining the 36"- prestressed concrete cylinder pipe (PCCP) intertie pipe. The intertie has not been used in years and does not have a drain to remove the stagnant water without possible contamination of the inservice water transmission mains. The work includes excavation of the intertie, providing a safe and dry work area, specialized wet tapping of the 36" PCCP, installing the 6" restrained ductile iron pipe and valve "blow-off" assembly, and restoration of the work site.

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

The cost of the services to be provided by Caladesi include general conditions, mobilization, materials, equipment and labor in the attached contractor price proposal.

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

Caladesi Construction Co. .......................................................... $65,694.96

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

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 agreed to a proposed SBE usage of 3%.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS Transmission Main Intertie FY19 Project (17131).

Attachments: Scope of Work
Price Proposal Summary and Details (4 pages)
Resolution
Job Order Contract
Detailed Scope of Work

Date: May 07, 2019
Job Order Number: WTM-Caladesi-0005.00
Job Order Name: WTM Mobley Rd Interconnect Blow Off

Brief Scope:

<table>
<thead>
<tr>
<th>Preliminary</th>
<th>Final</th>
</tr>
</thead>
</table>

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Excavate a section of the 36" PCCP Interconnect between the City's 36" and 48" water transmission mains. Dewater and stabilize the excavation to provide a safe work area. Subcontract a specialized contractor to perform a 6' wet tap on the exposed 36" interconnect. When completed, install a 6' blow off assembly including a 6" gate valve, 90deg bend, horizontal and vertical ductile iron pipe; restrain all joints, install meter and valve boxes w/ lids. Back fill and compact excavation and restore disturbed area.

City of St. Petersburg/Contractor Signatures At Time of Job Order:

Owner:

Contractor:

D. Wayne Wyatt
Director
Site Development/Field Operations

Date 05/08/2019
## Work Order Contract

### Contractor's Price Proposal Summary - CSI

<table>
<thead>
<tr>
<th>Work Order #</th>
<th>WTM-Caladesi-0005.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>WTM Mobley Rd Interconnect Blow Off</td>
</tr>
<tr>
<td>Contractor</td>
<td>Caladesi Construction Company</td>
</tr>
<tr>
<td>Proposal Value</td>
<td>$65,694.96</td>
</tr>
<tr>
<td>Proposal Name</td>
<td>WTM Mobley Rd Interconnect Blow Off</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>To:</th>
<th>Project Manager</th>
<th>From:</th>
<th>Contractor Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 - General Requirements:</td>
<td></td>
<td>$17,376.33</td>
<td></td>
</tr>
<tr>
<td>10 - Specialties:</td>
<td></td>
<td>$18,975.00</td>
<td></td>
</tr>
<tr>
<td>31 - Earthwork:</td>
<td></td>
<td>$9,314.15</td>
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</tr>
<tr>
<td>32 - Exterior Improvements:</td>
<td></td>
<td>$2,826.99</td>
<td></td>
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<tr>
<td>33 - Utilities:</td>
<td></td>
<td>$17,202.49</td>
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</tr>
<tr>
<td><strong>Work Order Proposal Total</strong></td>
<td></td>
<td><strong>$65,694.96</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

The Percent of NPP on this Proposal: 28.88%

D. Wayne Wyatt  
Director  
Site Development/Field Operations

Contractor: Caladesi Construction Company

Project Manager: Wayne Wyatt  
Date: 05/08/2019
# Job Order Contract
## Contractor's Price Proposal Detail - CSI

**Work Order #:** WTM-Caladesi-0005.00  
**Title:** WTM Mobley Rd Interconnect Blow Off  
**Contractor:** Caladesi Construction Company  
**Proposal Value:** $65,694.96  
**Proposal Name:** WTM Mobley Rd Interconnect Blow Off

## CSI Number  
**1 - General Requirements**  
<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
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<tbody>
<tr>
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<td>HR</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0123</td>
<td>DAY</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0224</td>
<td>WK</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0342</td>
<td>WK</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0460</td>
<td>DAY</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0596</td>
<td>DAY</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0712</td>
<td>WK</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0873</td>
<td>DAY</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 22 23 00-0876</td>
<td>DAY</td>
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</tr>
<tr>
<td>00 17 11 00-0003</td>
<td>EA</td>
<td></td>
<td>Installation</td>
</tr>
<tr>
<td>00 71 13 00-0005</td>
<td>EA</td>
<td></td>
<td>Installation</td>
</tr>
</tbody>
</table>

1. **Laborer** For tasks not included in the Construction Task Catalog® and as directed by owner only.  
   - **Quantity:** 20.00  
   - **Unit Price:** $24.36  
   - **Factor:** 1.4348  
   - **Total:** $699.03

2. **Installation**  
   - **Quantity:** 1.50  
   - **Unit Price:** $547.19  
   - **Factor:** 1.4348  
   - **Total:** $1,177.66

3. **Installation**  
   - **Quantity:** 1.00  
   - **Unit Price:** $3,165.56  
   - **Factor:** 1.4348  
   - **Total:** $4,541.95

4. **Installation**  
   - **Quantity:** 1.00  
   - **Unit Price:** $588.47  
   - **Factor:** 1.4348  
   - **Total:** $844.34

5. **Installation**  
   - **Quantity:** 4.00  
   - **Unit Price:** $64.11  
   - **Factor:** 1.4348  
   - **Total:** $842.72

6. **Installation**  
   - **Quantity:** 1.00  
   - **Unit Price:** $628.32  
   - **Factor:** 1.4348  
   - **Total:** $901.51

7. **Installation**  
   - **Quantity:** 2.00  
   - **Unit Price:** $158.38  
   - **Factor:** 1.4348  
   - **Total:** $454.49

8. **Installation**  
   - **Quantity:** 3.00  
   - **Unit Price:** $518.05  
   - **Factor:** 1.4348  
   - **Total:** $2,229.89

9. **Installation**  
   - **Quantity:** 3.00  
   - **Unit Price:** $565.82  
   - **Factor:** 1.4348  
   - **Total:** $2,435.52

10. **Installation**  
    - **Quantity:** 2.00  
    - **Unit Price:** $430.80  
    - **Factor:** 1.4348  
    - **Total:** $1,236.22

11. **Installation**  
    - **Quantity:** 2.00  
    - **Unit Price:** $213.42  
    - **Factor:** 1.4348  
    - **Total:** $612.43

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Contractor's Price Proposal Detail - CSI  
Page 1 of 3  
5/7/2019
### 01 - General Requirements

<table>
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<tr>
<td>01712316-0004</td>
<td>HR</td>
<td>4 Person Survey Crew (Unit Of Measure Is Per Crew Hour)</td>
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<table>
<thead>
<tr>
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<tr>
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<td>5.00</td>
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Subtotal for 01 - General Requirements: $17,376.33

### 10 - Specialties

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<td>101231900-0006</td>
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<th>Factor</th>
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</thead>
<tbody>
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<td></td>
<td>1.50</td>
<td>$10,000.00</td>
<td>1.2850</td>
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Subtotal for 10 - Specialties: $18,975.00

### 31 - Earthwork

<table>
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<th>CSI Number</th>
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<td>31231900-0003</td>
<td>LF</td>
<td>Up To 100' In Length Well Point System Delivery, Installation And Removal</td>
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</table>

<table>
<thead>
<tr>
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<tbody>
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<td>80.00</td>
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### 32 - Exterior Improvements

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<tbody>
<tr>
<td>32922300-0006</td>
<td>MSF</td>
<td>Bahia Argentine Sod</td>
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<table>
<thead>
<tr>
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<th>Unit Price</th>
<th>Factor</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10.00</td>
<td>$197.03</td>
<td>1.4348</td>
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Subtotal for 32 - Exterior Improvements: $2,826.99

### 33 - Utilities

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<th>Mod.</th>
<th>UOM</th>
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<tbody>
<tr>
<td>33111313-0005</td>
<td>LF</td>
<td>6&quot; Mechanical Joint Ductile Iron Pipe</td>
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<thead>
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### Line Total

Subtotal for 33 - Utilities: $1,447.83

---

Contractor's Price Proposal Detail- CSI

**Title:** WTM Mobley Rd Interconnect Blow Off

**Work Order #:** WTM-Caladesi-0005.00

**5/7/2019**
# Work Order #:
WTM-Caladesi-0005.00

## Title:
WTM Mobley Rd Interconnect Blow Off

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>33 11 13 53-0134</td>
<td>EA</td>
<td></td>
<td>24&quot; Diameter x 4&quot;, 6&quot; Or 8&quot; Tap Ductile Iron Mechanical Joint Tapping</td>
<td>$11,933.83</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Sleeve (Mueller H-615)</td>
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<tr>
<td></td>
<td>Installation</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Factor</td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td>x</td>
<td>$8,317.42</td>
<td>x 1.4348 =</td>
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<tr>
<td>33 12 16 00-0172</td>
<td>EA</td>
<td></td>
<td>6&quot; Resilient Wedge Gate Valve, Mechanical Joint</td>
<td>$974.32</td>
</tr>
<tr>
<td></td>
<td>Installation</td>
<td>Quantity</td>
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<td>Factor</td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td>x</td>
<td>$679.06</td>
<td>x 1.4348 =</td>
</tr>
<tr>
<td>33 12 16 00-0259</td>
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<td></td>
<td>48&quot; To 60&quot; High Round Head Cast Iron Roadway Or Curb Valve Boxes</td>
<td>$638.34</td>
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<tr>
<td></td>
<td>Installation</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Factor</td>
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<tr>
<td></td>
<td>2.00</td>
<td>x</td>
<td>$222.45</td>
<td>x 1.4348 =</td>
</tr>
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</table>

**Subtotal for 33 - Utilities:**
$17,202.49

**Work Order Proposal Total:**
$65,694.96

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

The Percent of NPP on this Proposal: 28.88%
RESOLUTION NO. 2019—____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. WTM-CALADESI-0005.00 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CALADESI CONSTRUCTION CO. (“CONTRACTOR”) DATED FEBRUARY 20, 2018 FOR CONTRACTOR TO INSTALL A 6-INCH BLOW-OFF ON THE MOBLEY ROAD 36-INCH INTERTIE BETWEEN THE 36-INCH AND 48-INCH TRANSMISSION MAINS IN AN AMOUNT NOT TO EXCEED $65,694.96; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Caladesi Construction Co. (“Contractor”) entered into an agreement on February 20, 2018, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. WTM-Caladesi-0005.00 for Contractor to install a 6-inch blow-off on the Mobley Road 36-inch intertie between the 36-inch and 48-inch water transmission mains in an amount not to exceed $65,694.96.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Job Order No. WTM-Caladesi-0005.00 to the Agreement between the City of St. Petersburg, Florida and Caladesi Construction Co. (“Contractor”) dated February 20, 2018 for Contractor to install a 6-inch blow-off on the Mobley Road 36-inch intertie between the 36-inch and 48-inch water transmission mains in an amount not to exceed $65,694.96.

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
City Attorney (Designee)
00450384
TO: The Honorable Charles Gerdes, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 16-10-AUS/W ("Task Order") to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and Arcadis U.S., Inc. ("A/E"), for A/E to provide data collection and a technical memorandum related to the NEWRF and NWWRF Grit Characterization and Performance Evaluation Project in an amount not to exceed $126,745.00; (ECID Project No. 19068-111, Oracle Nos. 16380 and 16940); and providing an effective date.

EXPLANATION: The Northeast Water Reclamation Facility ("NEWRF") has a vortex grit system which was installed in 2004. Despite this, deposits of grit have been causing operation and maintenance ("O&M") impacts in downstream processes. Aeration basins have been taken offline every 2 years to remove deposited grit. Grit has also been measured in the waste activated sludge ("WAS") and may account for 20% of solids sent to the Anaerobic Digesters.

The Northwest Water Reclamation Facility ("NWWRF") has a multiple-tray grit system which was installed in 2008. Recently, the aeration basin was taken offline to be serviced. The amount of grit found appeared normal, however, grit being deposited in downstream processes are causing clarifiers to accumulate grit and was also measured in the WAS.

The Southwest Water Reclamation Facility ("SWWRF") will be receiving WAS from both the NEWRF and the NWWRF. Current grit removal issues may adversely impact operations and maintenance for the SWWRF once it starts receiving WAS from both plants.

On December 13, 2016 the City of St. Petersburg, Florida ("City") and Arcadis U.S., Inc. ("A/E") entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for potable water, wastewater and reclaimed water projects.

This project involves developing recommendations for improving the quality of WAS from the NWWRF and the NEWRF. This scope includes grit sampling and characterization of the influent WAS to assess the performance of the existing grit removal equipment and give recommendations to optimize, supplement, or replace the existing equipment.

Task Order No. 16-10-AUS/W in the amount of $126,745.00 shall provide professional engineering services included but not limited to project management, data collection, a technical memorandum report. This approval includes an Allowance for Additional Services in the amount of $20,000.00.

Task Order No. 16-10-AUS/W includes the following phases and associated lump sums:

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<th>Amount</th>
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<tr>
<td>Data Collection</td>
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<td>$ 6,340.00</td>
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<tr>
<td>Allowance</td>
<td>$ 20,000.00</td>
<td>New</td>
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</table>
A/E Total $126,745.00

A/E services during the design and construction phase will be provided to Council for approval as an Amendment to this Task Order.

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

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute Task Order No. 16-10-AUS/W (“Task Order”) to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and Arcadis U.S., Inc. (“A/E”), for A/E to provide data collection and a technical memorandum related to the NEWRF and NW WRF Grit Characterization and Performance Evaluation Project in an amount not to exceed $126,745.00; (ECID Project No. 19068-111, Oracle Nos. 16380 and 16940); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF NE 2nd Grit Removal FY18 Project (16380) and WRF NW Grit System Eval FY19 Project (16940).

**ATTACHMENTS:** Resolution Task Order No. 16-10-AUS/W

**APPROVALS:**

[Signatures]

Administrative

[Signature]

Budget
RESOLUTION 2019-____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 16-10-AUS/W ("TASK ORDER") TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ARCADIS U.S., INC. ("A/E") FOR A/E TO PROVIDE DATA COLLECTION AND A TECHNICAL MEMORANDUM RELATED TO THE NEWRF AND NWRF GRIT CHARACTERIZATION AND PERFORMANCE EVALUATION PROJECT IN AN AMOUNT NOT TO EXCEED $126,745; (ECID PROJECT NO. 19068-111, ORACLE NOS. 16380 AND 16940); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida and Arcadis U.S., Inc. ("A/E") entered into an architect/engineering agreement on December 13, 2016 for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water Projects; and

WHEREAS, Administration desires to issue Task Order No. 16-10-AUS/W in an amount not to exceed $126,745 for A/E to provide data collection and a technical memorandum related to the NEWRF and NWRF Grit Characterization and Performance Evaluation Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Task Order No. 16-10-AUS/W ("Task Order") to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and Arcadis U.S., Inc. ("A/E") for A/E to provide data collection and a technical memorandum related to the NEWRF and NWRF Grit Characterization and Performance Evaluation Project in an amount not to exceed $126,745.

This resolution shall become effective immediately upon its adoption.

Approved by:  

Legal Department  
By: (City Attorney or Designee)  
00447537

Approved by:  

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

CITY OF ST. PETERSBURG
Engineering and Capital Improvements Department

TO: The Honorable Charles Gerdes, Chair, and City Councilmembers
FROM: Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements Department
RE: Consultant Selection Information
Task Order No. 16-10-AUS/W in the amount of $126,745.00

This memorandum is to provide information pursuant to City Council Policy and Procedures Manual, Chapter 3, Section 1(F.) for agenda package information.

1. Summary of Reasons for Selection

   The project involves investigative analysis and development of recommendations for treatment processes at Wastewater Reclamation Facilities.

   Arcadis U.S., Inc. has significant experience in plant process analysis and development and has satisfactorily completed similar projects involving process analysis

   Arcadis U.S., Inc. has significant experience in the process analysis, recommendations, design, permitting and construction phase activities of Wastewater Reclamation Facilities.

   This is the tenth Task Order issued under the 2016 Master Agreement.

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

**Transaction Report**

for

Arcadis U.S., Inc.

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

A/E Agreement Effective - December 13, 2016

A/E Agreement Expiration - November 2, 2020

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<th>Project Title</th>
<th>NTP issued</th>
<th>Authorized Amount</th>
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<td>18000-111</td>
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<td>NEWRF and NWWRF Grit Characterization and Performance Evaluation</td>
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**Total:** 589,961.48
TASK ORDER NO. 16-10-AUS/W
NEWRF AND NWWRF GRIT CHARACTERIZATION AND PERFORMANCE EVALUATION
POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 19068-111

This Task Order No. 16-10-AUS/W is made and entered into this ______ day of ______________, 201____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016, as amended ("Agreement") between Arcadis U.S., Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has requested that the A/E provide a scope of services and fee to assess the influent grit profile and waste activated sludge (WAS) grit profile at the Northeast Water Reclamation Facility (NEWRF) and the Northwest Water Reclamation Facility (NWWRF), respectively, and to assess the existing grit removal processes at each of these facilities based on the type of grit the profile indicates. If the evaluation indicates that existing equipment is not designed for the type of grit, then the A/E will identify existing technologies that would be more appropriate to collect and handle the profiled grit.

The NEWRF has a vortex grit system that was constructed in 2004. Despite having grit removal, the NEWRF has experienced persistent operation and maintenance (O&M) impacts in downstream processes. Every two years, the NEWRF has taken an aeration basin offline to remove the deposited grit. Grit has also been measured in the WAS and may account for about 20 percent of the solids sent to the Anaerobic Digesters.

The NWWRF has a multiple-tray grit system that was installed in 2008. After ten years in operation, the aeration basin was recently taken offline and inspected; although grit had accumulated in the aeration basin, the amount of grit removed was considered normal. However, the deposition of grit in downstream processes has been an issue, with grit accumulating in the clarifiers and measured in the WAS. The quantity of grit has not been determined at this time.

New improvements currently under construction at the Southwest Water Reclamation Facility (SWWRF) involve the consolidation of the City’s biosolids management facilities, where WAS from the NEWRF and the NWWRF will eventually be received at the SWWRF. There is a concern that the current grit challenges experienced at the NEWRF and the NWWRF may be transferred to the SWWRF and may result in possible O&M impacts at the SWWRF.

The proposed project will involve the grit sampling and characterization of the influent and the WAS at the NEWRF and NWWRF, respectively. The grit characterization will be
completed to assess the incoming grit load and to estimate the amount and size of the grit carried over into the downstream processes. The results of the grit characterization will be used to assess the performance of the existing grit removal and classification equipment at each of these facilities. In addition, the results of the grit characterization will be used to provide recommendations to optimize, supplement, or replace the existing grit removal and classification equipment. The findings and the recommendations will be summarized in a Grit Characterization and Performance Evaluation Technical Memorandum.

II. SCOPE OF SERVICES

TASK 1 – PROJECT MANAGEMENT
The A/E will provide the following project management services:
- Coordination between the A/E Project Team and the City Project Team.
- Management of Project schedule and budget.
- Preparation and distribution of agendas and supporting documentation for project meetings.
- Preparation and distribution of meeting summaries from project meetings and site visits.
- Preparation and submittal of monthly progress reports and invoices.

TASK 2 – DATA COLLECTION
Upon receipt of a written notice-to-proceed, the A/E will commence the following activities:
- Kick-off Meeting.
- Site Visits.
- Data Collection and Review.
- Grit Sampling and Characterization.

Task 2.1 – Kick-off Meeting
The purpose of the kick-off meeting is to review the established scope and project schedule, schedule site visits, discuss the information requests, and coordinate the grit sampling with the City staff. Prior to the kick-off meeting, the A/E will submit a proposed meeting agenda that will include:
- Items to be discussed.
- Specific questions to be answered.
- Additional data requests.

Following the kick-off meeting, the A/E will prepare and submit a meeting summary that summarizes discussions and lists the action items.

Task 2.2 – Site Visits
Following the project kick-off meeting, the A/E will visit the NEWRF and NWWRF facilities with City staff to gather pertinent information. Two additional site visits to the NEWRF are
anticipated following the taking down and prior to the servicing (i.e. the cleaning out of the grit) of the Return Activated Sludge (RAS) Pit and the Aeration Basin, respectively.

Task 2.3 – Data Collection and Review
The A/E will review the relevant O&M data, studies, reports, documents, and information furnished by the City. Information requests will be provided one week prior to kick-off meeting (Task 2.1). The information to be exchanged will be discussed during the kick-off meeting (Task 2.1).

Task 2.4 – Grit Sampling and Characterization
The A/E will perform the grit sampling and characterization at the NEWRF and NWWRF, respectively. The sampling will take place over three consecutive days at each facility. Each day, two samples will be taken: one from the influent and the other from the effluent of the grit removal process. There will be a total of six samples taken from each facility. The City will remove the grating at the influent and effluent channel(s) to allow access for the sampling equipment.

A vertically integrated sampler (VIS) will be used to sample flows. Flows from the VIS will be conveyed to a grit settler designed to capture grit particles of 50-micron diameter and larger. The grit particles will be characterized using wet sieve analyses and settling tests. The settling tests will be used to determine the sand equivalent size (SES) distribution.

The City will provide grab samples taken from the following locations that will also be analyzed:

- NEWRF grit dumpsters.
- NEWRF WAS.
- NEWRF RAS Pit. (The sampling will occur when the RAS Pit is taken offline and prior to the removal of the deposited grit.)
- NEWRF Aeration Basin. (The sampling will occur when the Aeration Basin is taken offline and prior to the removal of the deposited grit.)
- NWWRF grit dumpsters.
- NWWRF WAS.

The grab samples will be shipped by the A/E to a grit characterization laboratory, where the samples will be characterized using wet sieve and solid analyses.

TASK 3 – DRAFT Grit Characterization and Performance Evaluation Technical Memorandum
Following the completion of Task 2, the A/E will proceed with the following activities:

Task 3.1 – DRAFT Grit Characterization and Performance Evaluation Technical Memorandum

The A/E will prepare a DRAFT Grit Characterization and Performance Evaluation Technical Memorandum for the City to review and comment. This Grit Characterization and Performance Evaluation Technical Memorandum will include the following:

- Summarize the key findings of the data collection and grit characterization.
- Verify or establish the grit removal performance criteria.
- Assess the performance of the existing grit removal and classification equipment.
- Evaluate conceptual options to optimize, supplement, or replace the existing grit removal and classification equipment. For each facility, a maximum of three conceptual options will be evaluated.

The DRAFT Grit Characterization and Performance Evaluation Technical Memorandum will include a budgetary cost of construction for the conceptual options based on Class 5 “Concept Screening” estimates per the Recommended Practice 19R-97 Cost Estimate Classification System for the Process Industries, published in 1998 (revised March 2016) by the Association for the Advancement of Cost Engineering (AACE).

Task 3.2 – DRAFT Technical Memorandum Review Meeting

The purpose of the DRAFT Technical Memorandum Review Meeting is to review the findings of the DRAFT Grit Characterization and Performance Evaluation Technical Memorandum and discuss the City’s comments. The A/E will prepare and distribute a meeting agenda. Following the review meeting, the A/E will prepare and submit a meeting summary that summarizes the comments received from the City Staff as well as the A/E’s responses addressing these comments. The A/E will incorporate the City’s comments into the FINAL Grit Characterization and Performance Evaluation Technical Memorandum under Task 4.

TASK 4 – FINAL Grit Characterization and Performance Evaluation Technical Memorandum

The A/E will prepare and submit the FINAL Grit Characterization and Performance Evaluation Technical Memorandum to the City.

III. SCHEDULE

Work under this Task Order shall begin no later than 7 days from Notice to Proceed (NTP)

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<tr>
<th>Task Description</th>
<th>Number of Calendar Days from NTP</th>
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<tr>
<td>Task 1 – Project Management</td>
<td>Ongoing throughout project</td>
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<td>Task 2.1 – Kick-off Meeting</td>
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<td>Task 2.2 – Site Visits</td>
<td>21</td>
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<td>Task 2.3 – Data Collection and Review</td>
<td>63</td>
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<tr>
<td>Task 2.4 – Grit Sampling and Characterization</td>
<td>63</td>
</tr>
<tr>
<td>Task 3.1 – DRAFT Technical Memorandum</td>
<td>112</td>
</tr>
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</table>
Task 3.2 — Technical Memorandum Review Meeting
Task 4 — FINAL Technical Memorandum

This proposed schedule assumes:

- Receipt of the relevant O&M data, studies, reports, documents, and relevant information within 49 calendar days of the Kick-off Meeting.
- Grit sampling scheduled within 7 days of the Kick-off Meeting.
- Completion of the grit sampling and furnishing of grab samples within 35 days of the Kick-off Meeting.
- Receipt of the grit characterization results within 49 calendar days of the Kick-off Meeting.

IV. A/E'S RESPONSIBILITIES

The A/E shall perform the tasks outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

The City's anticipated responsibilities are as follows:

- Attend and participate in the project meetings and site visits.
- Provide relevant O&M data, studies, reports, documents, and information.
- Allow escorted access at the NEWRF and the NWWRF to the A/E to attend site visits and conduct the grit sampling.
- Remove the grating at the influent and effluent grit channels prior to the grit sampling.
- Provide grab samples to the A/E as described in Task 2.4.
- Review and comment on the A/E's deliverables.

VI. DELIVERABLES

All deliverables to be in electronic format only.

Task 1
- Monthly Progress Reports.
- Monthly Invoices.

Task 2
- Kick-off Meeting Agenda and Summary

Task 3
- DRAFT Grit Characterization and Performance Evaluation Technical Memorandum
- DRAFT Technical Memorandum Review Meeting Agenda and Summary
Task 4
- FINAL Grit Characterization and Performance Evaluation Technical Memorandum

VII. A/E'S COMPENSATION

For Tasks 1 through 4 the City shall compensate the A/E the lump sum amount of $106,745.

This Task Order establishes an allowance in the amount of $20,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is $126,745, per Appendix A.

VIII. PROJECT TEAM

Prime Consultant - Arcadis U.S., Inc.

Subconsultant - Black Dog Analytical, LLC (collect and analyze grit samples from the influent and effluent grit channels and perform grit characterization of the grab samples.)

IX. MISCELLANEOUS

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

ATTEST

By: ________________________________
Chandrasana Srinivasa
City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________
Brejesh Prayman, P.E., ENV SP, Director
Engineering & Capital Improvements

DATE: ________________________________

APPROVED AS TO FORM FOR CONSISTENCY
WITH THE STANDARD TASK ORDER.
NO OPINION OR APPROVAL OF THE SCOPE
OF SERVICES IS BEING RENDERED BY
THE CITY ATTORNEY’S OFFICE

By: ________________________________
City Attorney (Designee)

Arcadis U.S., Inc.
(Company Name)

By: ________________________________
(Signature)
Cameron Soonie, Sr. VP
(Printed Name and Title)

Date: ________________________________

WITNESSES:

By: ________________________________
(Signature)
KRISTEN WAKSMAN
(Printed Name)

By: ________________________________
(Signature)
Lauren Delush
(Printed Name)
### 1. Manpower Estimates: All Tasks

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<th>Senior Engineer</th>
<th>Engineer</th>
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**Totals:**
- Principal: 6
- Senior Project Manager: 60
- Senior Engineer: 108
- Engineer: 240
- Senior CAD Designer: 28
- Administrative Assistance: 24
- Total Hours: 466
- Labor Cost: $71,360.00

### II. Fee Calculation

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</tr>
<tr>
<td>4</td>
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<td>50.00</td>
<td>160.00</td>
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</tr>
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<td><strong>Total</strong></td>
<td>$27,860.00</td>
<td>50.00</td>
<td>$33,700.00</td>
<td>50.00</td>
<td>$33,700.00</td>
</tr>
</tbody>
</table>

### III. Fee Limit

- Lump Sum Cost: $106,745.00
- Allowance: $20,000.00
- Total: $126,745.00

### IV. Notes:

1. Rates per contract
2. Includes expenses for travel and for the three-day grit study and grab sample characterization
3. Includes 5 percent markup of SUBCONSULTANT
4. Allowance to be used only upon City's written authorization.

Task Order No. 16-10-AUS/W
The following page(s) contain the backup material for Agenda Item: Approving a rescission of an unencumbered appropriation in the amount of $200,000 in the City Facilities Capital Improvement Fund and approving a supplemental appropriation in the amount of $200,000 from the unappropriated balance of the City Facilities Capital Improvement Fund, resulting from the above rescission, to Fire Station Two Emergency Signal Project. Please scroll down to view the backup material.
TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A resolution approving a rescission of an unencumbered appropriation in the amount of $200,000 in the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY19 Project (16689); approving a supplemental appropriation in the amount of $200,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from the above rescission, to Fire Station Two Emergency Signal project (17132); and providing an effective date.

EXPLANATION: In order to address the operational needs of the St. Petersburg Fire Rescue Department, the City leased a building located at 3100 66th Street North from which it provides service to the surrounding area. An emergency signal is not always installed for each fire station and this particular station is considered to be non-permanent. However, the station is expected to be in service for several years or more and handles a significant volume of emergency calls for service. Additionally, 66th Street is a roadway with high volume and moderately-high speeds. As such, for the safety of fire staff, the public, and in order to assist with maintaining appropriate response times, the City has requested that the FDOT allow an emergency signal to be installed. Such signal would be located immediately North of the station on 66th Street, a state-owned roadway, in order that south-bound traffic can be stopped each time an emergency response is needed requiring a fire vehicle to depart the station and then return. When the station is relocated in the future, some of the components purchased for the emergency signal will be able to be re-utilized for other projects thereby saving future expenses, perhaps for a permanent station location.

Subject to City Council approving funding associated with this project, staff will work with the FDOT to secure final approval and permitting. Such final approval is expected based on discussions that have already occurred between the parties. Concurrently, Administration will issue a Task Order in an amount less than $50,000 for design services that will assist in creating the documents necessary to seek competitive bids to construct the project as well as detailed permitting with FDOT. Administration will seek to expedite the design, permitting, bidding and construction schedule in order to effectuate a timely installation of the signal.

RECOMMENDATION: Administration recommends approval of the attached Resolution and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a rescission of an unencumbered appropriation in the amount of $200,000
from the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY19 project (16689) and a supplemental appropriation in the amount of $200,000 from the unencumbered balance of the City Facilities Capital Improvement Fund (3031), resulting from the above rescission, to the Fire Station Two Emergency Signal project (17132).

ATTACHMENTS: Resolution

APPROVALS: Administrative

Budget
RESOLUTION NO. 2019-_____

A RESOLUTION RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $200,000 FROM THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031), INFRASTRUCTURE TBD FY19 PROJECT (16689); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $200,000 FROM THE UNAPPROPRIATED BALANCE OF THE CITY FACILITIES CAPITAL IMPROVEMENT FUND (3031), RESULTING FROM THE ABOVE RESCISSION TO THE FIRE STATION TWO EMERGENCY SIGNAL PROJECT (17132); AND PROVIDING AN EFFECTIVE DATE,

WHEREAS, the St. Petersburg Fire Rescue Station ("Fire Station") located at 3100 66th Street North currently does not have an emergency signal to stop south-bound traffic for fire vehicles to depart and return to the station; and

WHEREAS, the Fire Station handles a significant volume of emergency service calls on a high volume roadway with moderately-high speeds; and

WHEREAS, the City has requested approval from the Florida Department of Transportation (FDOT) to install an emergency signal for the safety of fire personnel and the public, and to maintain appropriate emergency response times; and

WHEREAS, when the Fire Station is relocated in the future, some of the components purchased for the emergency signal will be re-utilized, thereby becoming a cost savings to the City; and

WHEREAS, funding for the emergency signal will require (i) a rescission of an unencumbered appropriation in the amount of $200,000 from the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY19 Project (16689) and (ii) a supplemental appropriation in the amount of $200,000 from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from the rescission to the Fire Station Two Emergency Signal Project (17132); 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 an unencumbered appropriation in the amount of $200,000 from the City Facilities Capital Improvement Fund (3031), Infrastructure TBD FY19 Project (16689) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the City Facilities Capital Improvement Fund (3031), resulting from the above rescission, the following supplemental appropriation for FY19:
City Facilities Capital Improvement Fund (3031)  
Fire Station Two Emergency Signal Project (17132)  

$200,000

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

Legal Department
By: (City Attorney or Designee)

00449566

Liz Makofski, Budget Director

Approved by:

[Signature]

Evan Mory, Director
Transportation & Parking Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (Artist), for Artist to design, develop and install 3 additional cast pelicans in the green area depicted in Attachment 1 to the First Amended Exhibit A at the New St. Pete Pier for a firm fixed price of $21,000; authorizing the city attorney to make non-substantive changes to the first amendment; recognizing a donation from the Community Foundation of Tampa Bay in the amount of $7,000 to be used towards the purchase of one pelican at the New St. Pete Pier; approving a supplemental appropriation in the amount of $21,000 from the unappropriated balance of the Arts in Public Places Fund (1901), partially resulting from the above donation, to the Mayors Office Department, Office of Cultural Affairs (020-1777).
Please scroll down to view the backup material.
TO: The Honorable Charlie Gerdes, Chair and Members of City Council

SUBJECT:
A resolution authorizing the Mayor or his designee to execute a first amendment to the agreement between the City of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (“Artist”), for Artist to design, develop and install 3 additional cast pelicans in the green area depicted in Attachment 1 to the First Amended Exhibit A at the New St. Pete PierTM for a firm fixed price of $21,000; authorizing the city attorney to make non-substantive changes to the first amendment; recognizing a donation from the Community Foundation of Tampa Bay in the amount of $7,000 to be used towards the purchase of one pelican at the New St. Pete PierTM; approving a supplemental appropriation in the amount of $21,000 from the unappropriated balance of the Arts in Public Places Fund (1901), partially resulting from the above donation, to the Mayor’s Office Department, Office of Cultural Affairs (020-1777); and providing an effective date.

EXPLANATION:
During his presentation to the St. Petersburg Pier Art Project Committee on April 24, 2018, artist Nathan Mabry offered that smaller individual pelican structures could be added to “Myth (Red Pelican),” at a cost of $7,000 per cast pelican. At their meetings on August 6, 2018 and May 7, 2019, The Public Arts Commission voted to fund two of the additional pelicans, in addition a donation was received from the Community Foundation of Tampa Bay to fund one additional cast pelican, this resulted in a total of three additional cast pelicans. On May 7, 2019, the Public Arts Commission approved the location for these pelicans to be in the green area depicted in Attachment 1 to the First Amended Exhibit A at the St. Pete PierTM.

RECOMMENDATION:
The Public Arts Commission recommends that City Council approve the amendment to the agreement for Artist to fully design, develop and install 3 cast pelicans in addition to the “Myth (Red Pelican)” in the welcome plaza of the approach to the St. Pete PierTM.

COST/FUNDING/ASSESSMENT INFORMATION:
Recognizing the donation from the Community Foundation of Tampa Bay in the amount of $7,000 to be used towards the purchase of one pelican at the new St. Pete PierTM; approving a supplemental appropriation in the amount of $21,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the Mayor’s Office, Cultural Affairs Division (020-1777) for the purchase of three pelicans, resulting partially from the donation above.

ATTACHMENTS:
(1) Sculpture Design Rendering
(2) Resolution
(3) Artist Agreement

APPROVALS: Administration: [Signature] Budget: [Signature]
Additional Cast Pelicans

Nathan Mabry offered the possibility of future smaller birds that could be placed in other locations throughout the pier. These smaller birds are designed to be naturalistic and will be created through processes of scanning, 3D printing, clay modeling and lost wax casting. The additional smaller versions will be made of stainless steel and painted in matching monochromatic color. These smaller pelicans will each be approximately 2 feet tall and will be mounted directly into the ground with a threaded rod and secured with an industrial epoxy.

*Additional pelican depiction*  
*Original piece, "Myth (red pelican)"*

Installation of the small cast pelicans in the green area should be with a clear unobstructed site line and not symmetrically placed.
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND MABRY AND PULITZER STUDIOS, INC. ("ARTIST"), FOR ARTIST TO DESIGN, DEVELOP AND INSTALL 3 ADDITIONAL CAST PELICANS IN THE GREEN AREA DEPICTED IN ATTACHMENT 1 TO THE FIRST AMENDED EXHIBIT A AT THE NEW ST. PETE PIER™ FOR A FIRM FIXED PRICE OF $21,000; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; RECOGNIZING A DONATION FROM THE COMMUNITY FOUNDATION OF TAMPA BAY IN THE AMOUNT OF $7,000 TO BE USED TOWARDS THE PURCHASE OF ONE PELICAN AT THE NEW ST. PETE PIER™; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $21,000 FROM THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901), PARTIALLY RESULTING FROM THE ABOVE DONATION, TO THE MAYOR’S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this City Council previously approved the agreement between the City of St. Petersburg and Mabry and Pulitzer Studios, Inc. ("Artist"), for Artist to design, develop and install a piece of exterior art entitled “Myth (Red Pelican)” in the entry plaza of the City’s new St. Pete Pier™ for a total firm fixed price of $150,000 (“Agreement”); and

WHEREAS, as part of that Agreement, the City was given an option to purchase additional smaller cast pelicans, which Artist would design, develop, and install for a fixed price pursuant to amendment(s) to the Agreement that would require City Council approval; and

WHEREAS, on May 2, 2019, the Public Arts Commission voted to spend $14,000 in arts in public places funds for two additional cast pelicans; and

WHEREAS, the City has received a donation in the amount of $7,000 (in the Arts in Public Places Fund) for the purchase of an additional cast pelican; and
WHEREAS, on May 2, 2019, the Public Arts Commission voted to recommend that three additional cast pelicans be placed in the green area depicted in Attachment 1 to the First Amended Exhibit A at the City’s new St. Pete Pier™.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute the First Amendment to the Agreement between the City of St. Petersburg, Florida, and Mabry and Pulitzer Studios, Inc. (“Artist”), for Artist to design, develop and install 3 additional cast pelicans in the green area depicted in Attachment 1 to the First Amended Exhibit A at the new St. Pete Pier™ for a firm fixed price of $21,000.

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

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Arts in Public Places Fund (1901), partially resulting from the donation, the following supplemental appropriation for FY 19:

Arts in Public Places Fund (1901)
Mayor’s Office Department,
Office of Cultural Affairs Division (020-1777) $21,000

This Resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Administration

City Attorney (Designee)

00450921 Final

Budget
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this _____ day of June, 2019 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, ("City") and Mabry and Pulitzer Studios, Inc. ("Artist") (collectively, "Parties").

WHEREAS, the Parties entered into an agreement on February 11, 2019 ("Agreement"), for Artist to design, fabricate, and install a work of art entitled “Myth (Red Pelican”); and

WHEREAS, pursuant to the Agreement, the City had the option to purchase additional cast pelicans at the Bulk Additional Cast Pelican Price (as defined in the Agreement) of seven thousand dollars ($7,000) each when the City orders three or more additional cast pelicans at a time; and

WHEREAS, the City now desires to exercise that option and purchase 3 cast pelicans, and the Artist desires to fully design, fabricate, and install those additional cast pelicans in accordance with the Agreement and this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the foregoing recitals which are incorporated herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Artist hereby agree as follows:

1. Exhibit A is hereby deleted and replaced with the First Amended Exhibit A, which is attached hereto and made a part hereof. All references in this Agreement to Exhibit A shall mean First Amended Exhibit A.

2. Any and all provisions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
IN WITNESS WHEREOF, Artist and the City have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

CITY OF ST. PETERSBURG, FLORIDA
By: __________________________
Print: _________________________
Title: _________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

ATTEST:

______________________________  (SEAL)
City Clerk

MABRY AND PULITZER STUDIOS, INC.:  WITNESSES

AS TO ARTIST:

Sign: _________________________
Print: _________________________
Address: _______________________
______________________________
STATE OF _____________ )
COUNTY OF _____________ )

The foregoing instrument was acknowledged before me this ___ day of __________, 20__, by _______________________, personally known to me or who has produced __________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign__________________________
Print__________________________
State of ______________________
My Commission No.:_____

APPROVED AS TO FORM AND CONTENT:

_________________________________
City Attorney (designee)
00450468
I. Myth (Red Pelican)
Nathan’s design is inspired by the geometry of the new pier design and the symbol of the pelican as the emblem for St. Petersburg. He stated in his presentation to the selection committee that the pelican is a symbol for kindness, generosity, friendship and love.

While working on the proposal, his focus became to create an outdoor public artwork that is conceptually integrated to the site, but also visually distinct. In studying the renderings of the pier and architecture he noticed the utilization of a geometric visual language of triangles within the design which led him to look for a defining aesthetic approach; he found that inspiration in the accessible and universal visual language of Origami, the art of folding paper. The notion of an abstract metal monument rooted in something as intimate, delicate and timeless as folded paper became his focus.

The “Myth (Red Pelican)” structure will be approximately 120” high, fabricated from ½” to ¾” thick aluminum plate metal with a satin single color painted finish. Sculpture will be mounted on a 1” baseplate, ready for bolt mounting. Specifics on the bolt mounting will be worked based on the engineering and capabilities of the site. The structure includes the three realistic pelicans atop the origami style pelican.

The Myth (Red Pelican) will be installed in the center of the entryway plaza area of the St. Pete Pier™ in the area designated by the City at the time of installation.
II. Additional Cast Pelican(s)

Additionally, Nathan Mabry has offered the possibility of future smaller birds that could be placed in other locations throughout the pier. These smaller birds will be designed to be naturalistic and will be created through processes of scanning, 3D printing, clay modeling and lost wax casting. The additional smaller versions will be made of stainless steel and painted in matching monochromatic color. These smaller pelicans will each be approximately 2 feet tall and will be mounted directly into the concrete with a threaded rod and secured with an industrial epoxy.

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Installation Deadline:</th>
<th>Photo/Depiction/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Cast Pelican No. 1</td>
<td>In the green area depicted in Attachment 1 of this First Amended Exhibit A (which is attached hereto and a part of this First Amended Exhibit A) near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™</td>
<td>August 29, 2019</td>
<td>See above photo</td>
</tr>
<tr>
<td>Additional Cast Pelican No. 2</td>
<td>In the green area depicted in Attachment 1 of this First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™</td>
<td>August 29, 2019</td>
<td>See above photo</td>
</tr>
</tbody>
</table>

First Amended Exhibit A
In the green area depicted in Attachment 1 of this First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™

Installation of the small cast pelicans in the green area should be with a clear unobstructed site line and not symmetrically placed.
BILL OF SALE: Additional Cast Pelican No. 1

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of seven thousand dollars ($7,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of one (1) additional cast pelican installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nathan Mabry, has hereunto set his hand and seal this ____ day of __________, 20__.

_____________________________________________________
Address: ____________________________________________
_____________________________________________________

STATE OF ___________ )

COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this ____ day of __________, 20__, by __________________, who is personally known to me or who has produced ____________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________________________
Print ____________________________________________
State of _________________________________________
My Commission No.: _____________________________
My Commission expires: __________________________

Composite Exhibit C
BILL OF SALE: Additional Cast Pelican No. 2

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of seven thousand dollars ($7,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of one (1) additional cast pelican installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nathan Mabry, has hereunto set his hand and seal this ___ day of ___________, 20__.

________________________________________
Address:
________________________________________

STATE OF ______________  )

COUNTY OF ______________  )

The foregoing instrument was acknowledged before me this ___ day of ___________, 20__, by ______________, who is personally known to me or who has produced ______________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________________________________________________________
Print ____________________________________________________________________________
State of _________________________________________________________________________
My Commission No.: __________________________________________________________________
My Commission expires: __________________________________________________________________

Composite Exhibit C
BILL OF SALE: Additional Cast Pelican No. 3

KNOW ALL MEN BY THESE PRESENTS that Mabry and Pulitzer Studios, Inc., for and in consideration of the sum of seven thousand dollars ($7,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of one (1) additional cast pelican installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™. TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nathan Mabry, has hereunto set his hand and seal this ___ day of __________, 20___.


Address: __________________________________________


 STATE OF _________ )


 COUNTY OF _________ )

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by ______________, who is personally known to me or who has produced __________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ________________________________
Print ________________________________
State of ______________________________
My Commission No.: ____________________
My Commission expires: ____________________
WARRANTY: Additional Cast Pelican No. 1

Mabry and Pulitzer Studios, Inc. ("Artist"), hereby warrants the work of art consisting of Additional Cast Pelican No. 1 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist’s own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nathan Mabry has hereunto set his hand and seal this ____ day of ________, 20__.  

__________________  
Address:__________________________  
__________________________  
STATE OF ____________  )  
COUNTY OF ____________  )  

The foregoing instrument was acknowledged before me this ____ day of ________, 20__, by ____________, who is personally known to me or who has produced ________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________  
Print ____________________________  
State of ____________________________  
My Commission No.: ____________________________  
My Commission expires: ____________________________

Composite Exhibit C
WARRANTY: Additional Cast Pelican No. 2

Mabry and Pulitzer Studios, Inc. ("Artist"), hereby warrants the work of art consisting of Additional Cast Pelican No. 2 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist's own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nathan Mabry has hereunto set his hand and seal this ___ day of ________, 20__.

________________________
Address: ____________________

________________________
STATE OF _____________ )

________________________
COUNTY OF _____________ )

The foregoing instrument was acknowledged before me this ___ day of ________, 20__, by ____________, who is personally known to me or who has produced __________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ______________________
Print ______________________
State of ____________________
My Commission No.: ____________
My Commission expires: ____________

Composite Exhibit C
WARRANTY: Additional Cast Pelican No. 3

Mabry and Pulitzer Studios, Inc. ("Artist"), hereby warrants the work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist’s own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nathan Mabry has hereunto set his hand and seal this ___ day of ________, 20__.

____________________________________
Address: __________________________________________
____________________________________
STATE OF ______________ )
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ___ day of ________, 20__, by ____________, who is personally known to me or who has produced ____________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ________________________________
Print ________________________________
State of ________________________________
My Commission No.: ________________________________
My Commission expires: ________________________________
CONTRACTOR'S AFFIDAVIT: Additional Cast Pelican No. 1

STATE OF FLORIDA )
COUNTY OF PINELLAS )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Nathan Mabry, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of __________, 2019, between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of Additional Cast Pelican No. 1 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™, for a total price of seven thousand dollars ($7,000) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation is now completed and finished.

That Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of seven thousand dollars ($7,000) to Mabry and Pulitzer Studios, Inc. in full satisfaction and discharge of said agreement.

Sign: _______________________
Address: _______________________

STATE OF ________________ )
COUNTY OF ________________ )

The foregoing instrument was acknowledged before me this _____ day of __________, 20 __, by ______________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _______________________
Print _______________________
State of _______________________
My Commission No.: _______________________
My Commission expires: _______________________

Composite Exhibit C
STATE OF FLORIDA     )
COUNTY OF PINELAS  )

On this day personally appeared before me, the undersigned authority, duly authorized to
administer oaths and take acknowledgments, Nathan Mabry, who after being first duly sworn by
me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the ______ day of
____________, 2019, between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg,
Florida, that I installed and completed the work of art consisting of Additional Cast Pelican No. 2
installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth
(Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™, for a total price of seven
thousand dollars ($7,000) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation
is now completed and finished.

That Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors, laborers
and materialmen and that there are no liens outstanding of any nature nor any debts or obligations
out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of seven thousand
dollars ($7,000) to Mabry and Pulitzer Studios, Inc. in full satisfaction and discharge of said
agreement.

Sign: __________________________
Address: __________________________

STATE OF__________     )
COUNTY OF__________     )

The foregoing instrument was acknowledged before me this ______ day of ________,
20____, by ____________, who is personally known to me or who has produced
________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign __________________________
Print __________________________
State of __________________________
My Commission No.: __________________________
My Commission expires: __________________________
CONTRACTOR'S AFFIDAVIT: Additional Cast Pelican No. 3

STATE OF FLORIDA  )
COUNTY OF PINELLS  )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, Nathan Mabry, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of ______________, 2019, between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida, that I installed and completed the work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, for a total price of seven thousand dollars ($7,000) to be paid to Mabry and Pulitzer Studios, Inc. and that said installation is now completed and finished.

That Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of seven thousand dollars ($7,000) to Mabry and Pulitzer Studios, Inc. in full satisfaction and discharge of said agreement.

Sign:________________________________________
Address:____________________________________

STATE OF___________  )
COUNTY OF___________  )

The foregoing instrument was acknowledged before me this ____ day of __________, 20__, by ____________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ______________________________________
Print _______________________________________
State of ____________________________________
My Commission No.: _________________________
My Commission expires: _______________________

Composite Exhibit C
AFFIDAVIT OF NO LIENS: Additional Cast Pelican No. 1

STATE OF ___________)  
COUNTY OF __________)  

On this day personally appeared before me, the undersigned authority, duly authorized to 
administer oaths and take acknowledgments, __________________, who after being first duly 
sworn by me on oath deposes and says:

1. __________________ is the owner of a work of art consisting of Additional Cast 
   Pelican No. 1 installed in the green area depicted in Attachment 1 of the First Amended Exhibit 
   A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™.

2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer 
   Studios, Inc. is the sole owner and creator of said work of art.

3. Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors or materialmen, 
   if any, and there are no liens outstanding of any nature nor any debts or obligations out of 
   which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of seven thousand dollars 
   ($7,000).

______________________________________________  
Address:________________________________________

______________________________________________

STATE OF ___________)  
COUNTY OF __________)  

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, 
by ______________________, who is personally known to me or who has produced 
_________________________ as identification and who did take an oath.

NOTARY PUBLIC:

______________________________  
Sign______________________________  
Print______________________________  
State of _____________________________
My Commission No.:______________________________  
My Commission expires:______________________________

Composite Exhibit C
AFFIDAVIT OF NO LIENS: Additional Cast Pelican No. 2

STATE OF ____________  )
COUNTY OF ____________  )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____________________, who after being first duly sworn by me on oath deposes and says:

1. _____________________ is the owner of a work of art consisting of Additional Cast Pelican No. 2 installed at in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete PierTM.

2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer Studios, Inc. is the sole owner and creator of said work of art.

3. Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of seven thousand dollars ($7,000).

____________________________
Address:
____________________________

STATE OF ____________  )
COUNTY OF ____________  )

The foregoing instrument was acknowledged before me this ____ day of ____________, 20___, by _____________________, who is personally known to me or who has produced _____________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign____________________________
Print____________________________
State of ___________________________
My Commission No.:________________
My Commission expires:________________

Composite Exhibit C
AFFIDAVIT OF NO LIENS: Additional Cast Pelican No. 3

STATE OF ___________ )
COUNTY OF ___________ )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ____________________, who after being first duly sworn by me on oath deposes and says:

1. ____________________ is the owner of a work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™.

2. There are no liens, claims or other encumbrances on the work of art and Mabry and Pulitzer Studios, Inc. is the sole owner and creator of said work of art.

3. Mabry and Pulitzer Studios, Inc. has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of seven thousand dollars ($7,000).

__________________________________________
Address: ____________________________________
__________________________________________

STATE OF ___________ )
COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this ___ day of ________, 20___, by ____________________, who is personally known to me or who has produced ____________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________
Print ____________________________
State of __________________________
My Commission No.: __________________________
My Commission expires: __________________________

Composite Exhibit C
APPROVAL AND ACCEPTANCE OF ARTWORK

"Additional Cast Pelican No. 1"

Mabry and Pulitzer Studios, Inc. ("Artist") has completed the work of art consisting of Additional Cast Pelican No. 1 ("Artwork") installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated __________, 2019, as amended, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE:

CITY OF ST. PETERSBURG, FLORIDA

BY: ____________________________

Print: ____________________________

Address: P. O. Box 2842
St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION
AND INSTALLATION

"Additional Cast Pelican No. 1"

Artist: Mabry and Pulitzer Studios, Inc.
Artwork: Additional Cast Pelican No. 1
Location: In the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™.

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on __________, 2019, as amended, by and between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date: ____________________________

______________________________

______________________________

Composite Exhibit C
APPROVAL AND ACCEPTANCE OF ARTWORK

“Additional Cast Pelican No. 2”

Mabry and Pulitzer Studios, Inc. (“Artist”) has completed the work of art consisting of Additional Cast Pelican No. 2 (“Artwork”) installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated ______________, 2019, as amended, by and between Artist and the City of St. Petersburg, Florida (“Owner”). Owner hereby approves and accepts ownership of the Artwork.

DATE:________________________________________

CITY OF ST. PETERSBURG, FLORIDA

BY: __________________________________________
    Print: ________________________________
    Address: P. O. Box 2842
              St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION
AND INSTALLATION

“Additional Cast Pelican No. 2”

Artist: Mabry and Pulitzer Studios, Inc.
Artwork: Additional Cast Pelican No. 2
Location: In the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on ______________, 2019, as amended, by and between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date: ________________________________________

Composite Exhibit C
APPROVAL AND ACCEPTANCE OF ARTWORK

"Additional Cast Pelican No. 3"

Mabry and Pulitzer Studios, Inc. ("Artist") has completed the work of art consisting of Additional Cast Pelican No. 3 ("Artwork") installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated _____________, 2019, as amended, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE: ___________________________

CITY OF ST. PETERSBURG, FLORIDA

BY: ___________________________
Print: ___________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION AND INSTALLATION

"Additional Cast Pelican No. 3"

Artist: Mabry and Pulitzer Studios, Inc.
Artwork: Additional Cast Pelican No. 3
Location: In the green area depicted in Attachment 1 of the First Amended Exhibit A near the "Myth (Red Pelican)" sculpture in the entryway area of the New St. Pete Pier™

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on _____________, 2019, as amended, by and between Mabry and Pulitzer Studios, Inc. and the City of St. Petersburg, Florida.

Date: ___________________________

________________________________

________________________________

________________________________

Composite Exhibit C
COPYRIGHT AGREEMENT AND ASSIGNMENT:
Additional Cast Pelican No. 1

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of Additional Cast Pelican No. 1 installed in the green area depicted in Attachment I of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™, which work of art (“Artwork”) is owned by Mabry and Pulitzer Studios, Inc., hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Mabry and Pulitzer Studios, Inc. further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Mabry and Pulitzer Studios, Inc. holds to the City of St. Petersburg, Florida.

Mabry and Pulitzer Studios, Inc. further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

__________________________________________
Address:
__________________________________________

STATE OF ____________  )

COUNTY OF ____________  )

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by _______________________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign__________________________________________
Print__________________________________________
State of ______________________________________
My Commission No.: __________________________
My Commission expires: _________________________

Composite Exhibit C
COPYRIGHT AGREEMENT AND ASSIGNMENT:
Additional Cast Pelican No. 2

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of Additional Cast Pelican No. 2 installed in the green area depicted in Attachment 1 of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™, which work of art (“Artwork”) is owned by Mabry and Pulitzer Studios, Inc., hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Mabry and Pulitzer Studios, Inc. further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Mabry and Pulitzer Studios, Inc. holds to the City of St. Petersburg, Florida.

Mabry and Pulitzer Studios, Inc. further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

________________________________________
Address:

________________________________________

STATE OF ____________ )

COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ____ day of ____________, 20__, by ______________________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

________________________________________
Sign

________________________________________
Print

________________________________________
State of

________________________________________
My Commission No.:

________________________________________
My Commission expires:

Composite Exhibit C
COPYRIGHT AGREEMENT AND ASSIGNMENT:
Additional Cast Pelican No. 3

Mabry and Pulitzer Studios, Inc., for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of Additional Cast Pelican No. 3 installed in the green area depicted in Attachment I of the First Amended Exhibit A near the “Myth (Red Pelican)” sculpture in the entryway area of the New St. Pete Pier™, which work of art (“Artwork”) is owned by Mabry and Pulitzer Studios, Inc., hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Mabry and Pulitzer Studios, Inc. further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Mabry and Pulitzer Studios, Inc. holds to the City of St. Petersburg, Florida.

Mabry and Pulitzer Studios, Inc. further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

__________________________________________
Address:

__________________________________________

STATE OF ___________ )
COUNTY OF ___________ )

The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by __________________________, who is personally known to me or who has produced __________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ____________________________________________
Print ____________________________________________
State of ____________________________________________
My Commission No.: ____________________________
My Commission expires: ____________________________

Composite Exhibit C
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida, and Nick Ervinck (Artist), for artist to design, develop and oversee installation of a piece of exterior art entitled Olnetopia in the southwest corner of the lawn bowl area of the Citys New St. Pete Pier for a total firm fixed price of $137,000 (Agreement) and all other documents necessary to effectuate this transaction; authorizing the City Attorneys office to make non-substantive changes to the agreement; approving a supplemental appropriation in the amount of $137,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the Mayors Office, Cultural Affairs Division (020-1777); providing that this Resolution shall supersede Resolution No. 2019-27 and that the prior supplemental appropriation included in Resolution No. 2019-27 is nullified. 
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

June 6, 2019

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute an agreement between the City of St. Petersburg, Florida, and Nick Ervinck ("Artist"), for artist to design, develop and oversee installation of a piece of exterior art entitled "Olnetopia" in the southwest corner of the lawn bowl area of the City’s New St. Pete Pier™ for a total firm fixed price of $137,000 ("Agreement") and all other documents necessary to effectuate this transaction; authorizing the City Attorney’s office to make non-substantive changes to the agreement; approving a supplemental appropriation in the amount of $137,000 from the unappropriated balance of the Art in Public Places Fund (1901) to the Mayor’s Office, Cultural Affairs Division (020-1777); providing that this Resolution shall supersedes Resolution No. 2019-27 and that the prior supplemental appropriation included in Resolution No. 2019-27 is nullified; and providing an effective date.

EXPLANATION: On January 3, 2019, City Council approved the agreement for Artist to design, develop and install a piece of exterior art entitled Olnetopia in the southwest corner of the lawn bowl area in the pier head section of the St. Pete Pier™. Since the date of approval by City Council, it has been determined that it is in the city’s best interest to have the city’s construction manager install Olnetopia with an oversight from the Artist rather than having the Artist complete the installation.

RECOMMENDATION: Administration and the Public Arts Commission recommends approval of the attached Resolution.

COST/FUNDING/ASSESSMENT INFORMATION: Funding for this project was included in a previous transfer from the General Capital Improvement Fund (3001) in the amount of $310,500 to the Arts in Public Places Fund (1901) approved by City Council on November 15, 2018. Funds will be available after approval of a supplemental appropriation in the amount of $137,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs division (0201777). As this resolution shall supersede Resolution No. 2019-27, the previous supplemental appropriation in the amount of $140,000 from the unappropriated balance of the Arts in Public Places Fund (1901) to the Mayor’s Office Cultural Affairs Division (020-1777) included in Resolution No. 2019-27 shall be nullified.

ATTACHMENTS:
(1) Sculpture Design Rendering
(2) Resolution
(3) Artist Agreement

APPROVALS:

[Signatures]
"Olnetopia"

The sculpture was first sculpted in foam. For this piece, a model is then made with a silicone mold; a wax model is then extracted from that mold. The wax model will be created in bronze with a patina finish. The model is provided with an internal reinforcing structure.

This organic form is linked to hollowed rocks and the wild waters, often used in oriental horticultural art. The structure results in a spontaneous, natural erosion process. My work is inspired by macro photographic images of splashing water, and thus sculpturally interprets the encounter between nature and technology. I try to catch the sublime dynamics lurking behind a serene surface. How natural erosion processes generate irregular, complex structures (e.g. the erosion of rocks by seawater) has always fascinated me. Though inspired by natural dynamics, this sculpture is generated by the power of the virtual. I strive towards a balance in the final image between structure and complexity, figuration and abstraction, fancy and symmetry.

As the viewer moves around the sculpture, he sees how everything becomes wider and narrower. The sculpture represents the dynamic power of life and provides a warm welcome to the St. Pete Pier™. The site provides space for reflection and innovation. The gardens and the sculpture make it possible for the visitors to dream of this parallel universe. This sculpture can be seen as an animation in which organic forms, grow from the sculpture and mutate as an environmental matter. It is a sculpture that is openly in dialogue with the environment (the sea), and asks for a new look every time.
Resolution No. 2019-——

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND NICK ERVINCK ("ARTIST"), FOR ARTIST TO DESIGN, DEVELOP AND OVERSEE INSTALLATION OF A PIECE OF EXTERIOR ART ENTITLED "OLNETOPIA" IN THE SOUTHWEST CORNER OF THE LAWN BOWL AREA OF THE CITY'S NEW ST. PETE PIER™ FOR A TOTAL FIRM FIXED PRICE OF $137,000 ("AGREEMENT") AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $137,000 FROM THE UNAPPROPRIATED BALANCE OF THE ART IN PUBLIC PLACES FUND (1901) TO THE MAYOR'S OFFICE, CULTURAL AFFAIRS DIVISION (020-1777); PROVIDING THAT THIS RESOLUTION SHALL SUPERSEDE RESOLUTION NO. 2019-27 AND THAT THE PRIOR SUPPLEMENTAL APPROPRIATION INCLUDED IN RESOLUTION NO. 2019-27 IS NULLIFIED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida, is committed to supporting and encouraging the artistic and cultural enrichment of the St. Petersburg community; and

WHEREAS, the Pier Public Art Project Committee ("Committee") was established pursuant to Section 5-58 of the City Code to ensure that proper considerations are given to the design, siting, facility operation, and neighborhood interests for artwork to be commissioned for the new St. Pete Pier™; and

WHEREAS, the Committee posted a call to artists online, inviting artists from around the world to express their interest in the project and submit their qualifications; and
WHEREAS, the Committee performed a rolling review of potential artists who expressed interest in the project and submitted their qualifications; and

WHEREAS, after having narrowed down the potential artists to six finalists, the Committee met on April 11, 2018 to hear the six finalists’ presentations of their proposals; and

WHEREAS, based on the site-specific proposal for an exterior piece presented by Nick Ervinck (“Artist”), one of the finalists, the Committee selected Artist to fully design and fabricate a piece of exterior art entitled “Olnetopia” to be installed in the southwest corner of the lawn bowl area of the new St. Pete Pier™; and

WHEREAS, on May 1, 2018, the Public Arts Commission approved the Committee’s selection and recommended that City Council approve an agreement for Artist to fully design and fabricate Olnetopia to be installed at the new St. Pete Pier™ (“Agreement”); and

WHEREAS, since the Agreement was brought before City Council on January 3, 2019 for approval, it has been determined that it is in the City’s best interest to have the City’s construction manager install Olnetopia with oversight from the Artist rather than having the Artist complete the installation; and

WHEREAS, Administration, in conjunction with the Public Arts Commission, recommends approval of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute an agreement between the City of St. Petersburg, Florida, and Nick Ervinck (“Artist”), for Artist to design, develop and oversee installation of a piece of exterior art entitled “Olnetopia” in the southwest corner of the lawn bowl area of the City’s new St. Pete Pier™ for a total firm fixed price of $137,000 (“Agreement”) and all other documents necessary to effectuate this transaction.

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

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

Art in Public Places Fund (1901)
Mayor’s Office, Cultural Affairs Division (020-1777) $137,000
BE IT FURTHER RESOLVED that this Resolution supersedes Resolution No. 2019-27 and the prior supplemental appropriation in Resolution No. 2019-27 is hereby nullified.

This Resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Administration

[Signature]

City Attorney (Designee)
00450082

[Signature]

Budget

[Signature]
ARTIST AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of ____________, 2019 (“Effective Date”), by and between the City of St. Petersburg, Florida, a municipal corporation of the State of Florida, (“City”) and Nick Ervinck (“Artist”) (collectively, “Parties”).

WHEREAS, it is the desire of City and Artist to establish the terms and conditions under which a work of art shall be created, fabricated and installed by a third party with oversight from Artist in the place designated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein (which are an integral part of this Agreement and are incorporated herein by reference), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Artwork - The work of art entitled Olnetopia which is created, designed, and fabricated by the Artist under this Agreement.

1.2 Site – The Site for Olnetopia is at the southwest corner of the lawn bowl in the area depicted in Exhibit A (page 2).

ARTICLE 2. SCOPE OF SERVICES

2.1. Artwork Described. Artist shall complete the design, development, fabrication, delivery and oversight of installation of the Artwork. The Artwork is generally depicted and described in Exhibit A, which is attached hereto and made a part of this Agreement.

2.2. Independent Contractor. Artist is an independent contractor and nothing in this Agreement shall be construed as constituting Artist as an employee, agent or representative of the City. No employee or agent of the City shall supervise Artist.

2.3. Artist Responsibilities. Artist shall perform or provide all services and furnish all supplies, materials and equipment necessary for the design, development, fabrication, delivery and oversight of installation of the Artwork and comply with the following:

A. Beginning on the Effective Date, Artist shall commence the final design, development, and fabrication of the Artwork in accordance with this Agreement.

B. Artist acknowledges that Artist has provided the City with all information and documentation necessary to enable the City to design, or cause to be designed, the pedestal on which the Artwork will be installed (“Pedestal”).
C. Within five (5) business days after receipt of any request for information and/or request for approval, Artist shall provide the necessary response and/or approval to the City.

D. Artist shall coordinate with the City on the delivery date and exact delivery location for the Artwork.

E. Artist acknowledges that the City’s construction manager will anchor the Artwork on the Pedestal pursuant to coordinated details between the Artist and City’s construction manager.

F. Artist shall submit monthly progress reports to the City upon written request.

G. Artist shall present to the City in advance, for further review and approval, a written proposal for any significant changes in the scope, design, color, size, material or texture, or location on the Site of the Artwork which affects installation, scheduling, Site preparation or maintenance for the Artwork or the concept of the Artwork as approved by the City.

H. Artist agrees that the Artwork will not utilize any protected patent, trademark, or copyright unless Artist has obtained proper permission and all releases and other necessary documents. If Artist uses any protected material, process, or procedure, Artist shall disclose such patent, trademark, or copyright in the construction drawings and technical specifications.

I. Artist shall provide written instructions for the care, maintenance and preservation requirements for the Artwork. The City acknowledges that the Artwork may suffer some ordinary wear and tear, but such wear and tear shall not be of such a nature to affect the integrity or overall visual quality of the Artwork. The Artwork shall be designed to withstand all conditions that could reasonably be expected to occur at the Site.

J. Artist shall provide a written warranty of the Artwork, guaranteeing the quality of materials and workmanship (excluding the patina finish) for a period of not less than five (5) years after the City’s Final Acceptance (as hereinafter defined). The City understands that the patina finish on the Artwork may change color over time.

K. Artist is responsible for acquiring all City, county, state or federal permits or variances necessary for the construction and delivery of the Artwork.

L. Artist and the Artwork shall at all times comply with all current and future federal, state, and local statutes, rules, regulations, and ordinances, the federal and state
constitutions and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws").

M. If access to the Site is required prior to the completion of the City’s St. Pete Pier™, which is currently under construction, Artist must obtain permission from the City’s construction manager and comply with all procedures and requirements of the City’s construction manager related to site access and safety, including but not limited to any requirement that the City’s construction manager be listed as an additional insured on this Agreement or otherwise.

2.4. **City's Right to Review Progress.** The City shall have the right to review the progress of the Artwork at all reasonable times.

2.5. **Ownership of Documents.** Upon completion of the Artwork all studies, drawings, designs and photographs prepared and submitted to the City under this Agreement by Artist shall become the property of the City. The City will not be entitled to any other original drawings in the possession of Artist.

**ARTICLE 3. COMPENSATION**

3.1. **Firm Fixed Price.** City shall pay Artist a firm fixed price of one hundred thirty-seven thousand United States dollars (USD) ($137,000) ("Firm Fixed Price"), which shall constitute full compensation for all services performed (including any approved services provided prior to the Effective Date) and materials furnished by Artist under this Agreement, including Artist's fee.

3.2. **Federal Taxes.** Artist represents and warrants that Artist is entitled to an exemption from withholding of federal income taxes pursuant to the Convention between the Government of the United States of America and the Government of the Kingdom of Belgium dated November 27, 2006 ("Treaty"), and that Artist has completed and submitted to the City a true, accurate, and complete Form W-8BEN-E to document Artist’s eligibility under the Treaty for the exemption. In the event that, for any reason, it is determined by the applicable governmental authority with jurisdiction over the assessment, determination, collection, or imposition of any federal taxes ("Taxing Authority") that Artist was not eligible for the claimed exemption from withholding of federal income taxes, Artist shall pay to the City all amounts imposed or claimed against the City by the Taxing Authority.

3.3. **Method and Schedule of Payment.** The Firm Fixed Price shall be paid in the following installments, each installment to represent full and final payment for all services and materials provided prior to payment thereof. Each installment shall be paid upon receipt of the certifications and documentation described below, which shall be in a form acceptable to the City in its reasonable discretion.
A. Artist shall invoice the City for twenty-eight thousand USD ($28,000) of the Fixed Firm Price within thirty (30) days after the Effective Date, and the City shall pay such invoice within thirty (30) days after receipt (provided Artist is in compliance with the terms and conditions of this Agreement). This amount is intended to cover commencement and completion of the design phase.

B. Artist shall invoice the City for fifty-six thousand USD ($56,000) of the Firm Fixed Price to cover materials and start of fabrication, and the City shall pay such invoice within thirty (30) days after receipt, provided the Artist has provided evidence of completion of final design.

C. Artist shall invoice the City for twenty-eight thousand USD ($28,000) of the Firm Fixed Price to finalize production, and the City shall pay such invoice within thirty (30) days after receipt.

D. Artist shall invoice the City for eleven thousand USD ($11,000) of the Firm Fixed Price to cover transportation and installation oversight, and the City shall pay such invoice within thirty (30) days after receipt.

E. The City shall pay Artist the remaining fourteen thousand USD ($14,000) of the Firm Fixed Price after completion and approval of the Artwork and presenting to or obtaining from the City the following:

   i. Photos and documentation of completed fabrication of the Artwork and evidence that all required permits have been obtained,

   ii. A written bill of sale conveying title of the Artwork to the City,

   iii. Written instructions for the care, maintenance, preservation and handling of the Artwork pursuant to this Agreement,

   iv. A sworn statement of no liens, claims or other encumbrances pursuant to this Agreement,

   v. A written warranty pursuant to this Agreement,

   vi. Written assignment of any and all warranties for materials used or labor performed by subcontractors or other persons, and

   vii. Obtaining Final Acceptance of the Artwork pursuant to this Agreement.

3.4. *Availability of Funds.* The performance by the City of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds appropriated by the City for the purposes of this Agreement for the current and any future fiscal period.
The City will appropriate all funds necessary to fund this Agreement at the time this Agreement is approved by City Council.

3.5. *Travel and Other Expenses.* Travel and other expenses shall not be reimbursed except as provided in this Agreement. Artist's sole compensation shall be the Firm Fixed Price as described in this Article 3.

**ARTICLE 4. TIME OF PERFORMANCE**

4.1. *Time of Performance Described.* All services by Artist shall be completed pursuant to this Agreement. Artist agrees to be available to begin this project immediately on the Effective Date. Artist shall complete and oversee the installation of the Artwork and submit all required documentation to the City no later than November 1, 2019.

4.2. *Extensions by City.* The City may grant Artist a reasonable extension of time in the event there is a delay on the City's part in performing obligations under this Agreement or if conditions beyond Artist's control or acts of God render timely performance of Artist's services impossible or unreasonably burdensome. Artist agrees and understands that the City shall be the sole judge of what constitutes "beyond Artist's control." Further, Artist agrees that there will be no extension of time for any reason if such extension of time would result in an increase in the Fixed Firm Price.

4.3. *Special Extensions.* The City’s Mayor or his designee shall have the authority to grant one extension for up to ninety (90) days for good cause, as determined by the City in its sole and absolute discretion.

4.4. *Failure to Fulfill Obligations.* Except as otherwise provided herein, failure to fulfill obligations due to conditions beyond either party's reasonable control will not be considered a breach of this Agreement, provided that such obligations shall be suspended only for the duration of such conditions.

4.5. *Presentations of Artwork While in Progress.* During the performance of this Agreement, Artist specifically grants to the City the right, at the City's discretion, to make presentations, photographs or otherwise reproduce faithful images of the Artwork while in progress for presentation purposes.

4.6. *Acceptance of Artwork upon Completion.* The Artist shall provide the City with written notice of completion after the Artist completes the Artwork and provides to the City all documentation required pursuant to this Agreement. The City shall, in writing, accept or reject the Artwork within ten (10) business days of the City's receipt of the Artist's written notice of completion. The City may only reject the Artwork if it does not meet the design plans, drawings or specifications set forth herein or if the Artist has not provided documentation as required pursuant to this Agreement. If the City fails to accept the Artwork due to noncompliance with the design plans, drawings or specifications or failure
to provide documentation required pursuant to this Agreement ("Noncompliance"), the
City shall give Artist written notice of such failure to accept, the reasons therefore and a
reasonable opportunity for Artist to correct such Noncompliance, provided, however, that
in no event shall the period to correct the Noncompliance exceed thirty (30) calendar days
from the date the City provides notice of Noncompliance to Artist. For purposes of this
Agreement, "Final Acceptance" means that Artist has cured all Noncompliance (if any),
and the City has issued written approval of the Artwork and associated documentation.

ARTICLE 5. GENERAL CONDITIONS

5.1. Assignment, Transfer or Subcontracting. A material element of this Agreement is the
personal skill, judgment and creativity of Artist. Therefore, Artist shall not assign, transfer
or subcontract the creative or artistic portions of the Artwork to another party without the
prior written approval of the City, which approval may be withhold in the City's sole and
absolute discretion.

5.2. Nameplate. Artist may, at Artist's expense, include a permanent and proper nameplate,
which shall include the name of the Artwork, the name of Artist, and the date of
completion. The content, design and location thereof must be mutually agreed to by Artist
and the City. If Artist provides a nameplate or if no nameplate is provided and the City
wishes to provide a nameplate, or if the nameplate provided by Artist is replaced, the
nameplate should, at a minimum, include the information set forth in this Section 5.2.

5.3. Public Records.

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

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

C. Nothing contained herein shall be construed to affect or limit Artist’s obligations including but not limited to Artist’s obligations to comply with all applicable Laws.

ARTICLE 6. WARRANTIES

6.1. **Warranty of Title.** Artist warrants that the Artwork shall be the result of the artistic efforts of Artist and that, unless otherwise stipulated herein, the Artwork shall be unique, an edition of one, and not infringe on any copyright. Artist shall deliver the Artwork free and clear of any liens, claims or other encumbrances of any type arising from the acts of Artist.

6.2. **Warranty of Quality.** Artist warrants that upon completion, the Artwork shall be free of defects in material and workmanship and that Artist shall correct any such defects which appear for a period of five (5) years after Final Acceptance at Artist's expense. This warranty of quality shall not require Artist to correct any damage caused by vandalism or any act of the City so long as such damage is not the result of a defect in material or workmanship of Artist. It is understood by the City that the Artwork has been designed and built by Artist as a work of art. Any use by the City of the Artwork for purposes other than for adornment of the Site as a work of art hereby voids this warranty of quality.

6.3. **Warranty Regarding Useful Life.** Artist warrants that the Artwork will be designed and fabricated to have a useful life of at least twenty-five (25) years after Final Acceptance.

ARTICLE 7. TITLE AND COPYRIGHT

7.1. **Artist Responsibility.** Artist shall execute any and all lawful documents, including assignments, which the City deems necessary or desirable to fully acknowledge the City's ownership interest in the Artwork and to effectuate any assignment and this Agreement.
7.2. **Title.** Title to the Artwork shall vest in the City upon delivery of the Bill of Sale by Artist. As owner of the Artwork, the City may exercise any and all rights of ownership including but not limited to sale, removal or destruction of the Artwork, subject to the requirements set forth in this Agreement.

7.3. **Copyright.** Except ownership and possession, Artist retains all rights in and to the Artwork, including all rights under the Copyright Act of 1976, 17 U.S.C. §§ 101 et. seq., except as such rights are limited by this Agreement. In the event Artist records Artist’s identity and address with the Copyright Office, Artist shall notify the City in writing of such recordation.

7.4. **VARA Waiver.** Artist hereby waives, disclaims and terminates any rights he may have to prevent any intentional or accidental distortion, damage, destruction, or mutilation of the Artwork, which would be prejudicial to his honor or reputation and the right to prevent any intentional or grossly negligent destruction of the Artwork if it is of a recognized stature as provided under 17 U.S.C. § 106A (Visual Artist Rights Act of 1990). This waiver applies to the use of the Artwork to enhance the Site or to enhance any other site chosen by the City in the event the City relocates the Artwork to another site. Notwithstanding the foregoing, Artist may, through written notice to the City, request the City not use his name as the author of the Artwork.

7.5. **Limitations on Artist Copyright.** The Artwork in its final dimension shall be unique. Artist shall not make any exact duplicates of the final Artwork or grant permission to others to do so except with the written permission of the City.

7.6. **License to City.** Artist grants to the City and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

7.7. **Credit to Artist.** The City shall use reasonable efforts, in all reproductions based on the Artwork, to give credit to Artist. This section 7.7 shall not apply if Artist requests the City to stop using Artist’s name as the author of the Artwork in accordance with this Agreement.

7.8. **Credit to City.** Artist shall use best efforts to give a credit reading substantially, "all original work owned by the City of St. Petersburg, Florida" in any public showing or distribution to the public of any reproductions of the Artwork which have been authorized by the City and which are under Artist's control.
ARTICLE 8. RISK OF LOSS AND INSURANCE

8.1. **Damage.** Should any repairs to any structure or the Site become necessary or if the Artwork is damaged in any way prior to the City issuing its Final Acceptance, the City shall not have any liability or responsibility for replacement or repair of the Artwork.

8.2. **Damage to Materials.** If, before the City issues its Final Acceptance, the Artwork, art materials or any portion of the art materials are substantially damaged by fire, explosion, or other casualty or occurrence, the City may elect to repair or replace the art materials or immediately terminate this Agreement. In the event of termination pursuant to this Section 8.2, the City shall not be obligated to pay Artist any remaining monies in connection with this Agreement. The City shall not have any liability to Artist in the event of termination of this Agreement pursuant this Section 8.2 and Artist shall not be required to repay any money paid to Artist from the City pursuant to this Agreement, unless such damage to the art materials was caused or contributed to by the negligence or intentional act of Artist or Artist’s employees, subcontractors, representatives or agents. Nothing contained herein shall limit the City’s rights and remedies against Artist if Artist, any other occupant of the Site, or their respective agents, employees, representatives, guests, invitees, customers, contractors or subcontractors, caused or contributed to the damage to the art materials.

8.3. **Insurance.** Artist shall arrange for, or ensure that Artist and all subcontractors have, or are covered by, general liability insurance as approved by the City and workers’ compensation insurance as required by the laws of the State of Florida.

ARTICLE 9. INDEMNIFICATION AND RELEASE

9.1. **Indemnification.** Artist shall defend at its expense, pay on behalf of, hold free and harmless, indemnify and assume legal liability for the City and its officers, employees, agents, and elected and appointed officials and volunteers (collectively, “Indemnified Parties”), from and against any and all actions, claims, liabilities, assertions of liability, losses, costs and expenses, whether or not a lawsuit is filed, in law or in equity, including but not limited to attorneys’ fees at trial and appellate levels, reasonable investigative and discovery costs, court costs, or claims for bodily injury or death of persons and for loss of or damage to property, of every kind and nature whatsoever, which in any manner directly or indirectly may arise or be alleged to have arisen, or resulted or alleged to have resulted from the negligent acts or omissions or other wrongful conduct of or the infringement of any copyright, protected patent or trademark by Artist and/or its subcontractors, employees, and agents in connection with Artist’s performance pursuant to this Agreement.

9.2. **Notice.** The Parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

9.3. **Release.** Artist releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the Indemnified Parties from and against all actions, claims,
damages, liabilities, costs and expenses, including but not limited to, attorneys’ fees and costs, on account of injury to the person or property in connection with Artist’s performance pursuant to this Agreement, whether arising out of or caused by the negligence of any or all of the Indemnified Parties or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, the Site, City property or thoroughfare while the undersigned is participating in any phase of the design, fabrication and installation of the Artwork. Artist shall require all workers engaged in the performance of this Agreement to execute the release set forth Exhibit “B”.

ARTICLE 10. MAINTENANCE, RESTORATION, MODIFICATION, AND REMOVAL

10.1. **Maintenance.** The City recognizes that the maintenance of the Artwork on a regular basis will be necessary and shall clean and maintain the Artwork in conjunction with the normal maintenance and cleaning procedures based on Artist's written instructions therefor provided pursuant to this Agreement for as long as the Artwork remains at the Site.

10.2. **Failure to Maintain Artwork.** In the event the City fails to maintain the Artwork in good condition, Artist shall have the right to prevent the use of Artist’s name as author of the Artwork. In such event, Artist may require, by providing written notice to the City of such requirement, that the City remove any references to Artist on the nameplate accompanying the Artwork (if applicable) unless and until the Artwork is satisfactorily repaired.

10.3. **Restoration.** After Final Acceptance, the City shall have the right to determine when and if repairs and restorations to the Artwork will be made. During Artist’s lifetime, to the extent practical, the City shall give Artist notice of any intended repairs or restorations and the opportunity to approve all repairs and restorations; provided, however, that Artist shall not unreasonably withhold approval for any repair or restoration of the Artwork. If, within ninety (90) days, Artist does not respond to the City’s reasonable attempts to give Artist the opportunity to approve any repair or restoration, or if Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, Artist shall be given the opportunity to make or personally supervise significant (as determined by the City) repairs and restoration and shall be paid a reasonable fee for any such services, provided that the City and Artist agree in writing, prior to commencement of any significant repairs or restorations, upon Artist’s fee and timeline for such services. If no agreement is reached as to Artist’s fee or timeline for such repairs or restoration, then the City may make repairs, restoration or other arrangements it deems appropriate for the Artwork.

10.4. **Alteration of the Artwork.** Except to the extent the City may alter the Site or remove, relocate, maintain, restore, sell, donate, dispose of, destroy, or store the Artwork pursuant to this Agreement, the City agrees that it will not intentionally damage, alter, modify or change the Artwork without the prior written approval of Artist to the extent the City deems
10.5. **Alteration of the Site.** To the extent the City deems practical, the City shall notify Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Artwork and shall consult with Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Artwork consistent with the provisions of this Agreement.

10.6. **Removal of Artwork.** The City has the right to remove the Artwork from the Site for any reason in the City’s sole and absolute discretion, subject to the requirements of this Agreement. If the City removes the Artwork, the City may then, in the City’s discretion, subject to the requirements of this Agreement, place the Artwork on other property of the City that the City deems suitable, store the Artwork in its entirety in a safe location, place the Artwork on non-City owned property that the City deems suitable, or dispose of, destroy, sell or donate the Artwork.

A. Relocation or Storage. To the extent practical, during Artist’s lifetime, the City shall notify Artist if the City elects to remove and relocate or store the Artwork, and shall give Artist the opportunity to remove the Artwork at the Artist’s expense, or to personally supervise the removal of the Artwork to the location chosen by the City. In the event that Artist fails, within ninety (90) days of receipt of such notice, to participate in the planning or execution of the removal of the Artwork, the City shall have the right to proceed with the removal and relocation or storage of the Artwork without any input or participation by Artist.

B. Disposition, Destruction, Sale, or Donation. To the extent practical, during Artist’s lifetime, the City shall give Artist reasonable notice and opportunity (not to exceed ninety (90) days) to have the Artwork returned to Artist at Artist’s expense in the event the City elects to dispose of, destroy, sell, or donate the Artwork. In the event the City elects to sell the Artwork during Artist’s lifetime, the Artist will be entitled to 2% of the resale price the City obtains from the sale.

**ARTICLE 11. DEFAULT AND TERMINATION**

11.1. **Default Defined.** Failure of either party to comply with any provisions of this Agreement shall place that party in default. Except as otherwise provided in Section 5.3 and Section 8.2, concerning public records and damage to materials, respectively, the defaulting party shall be entitled to thirty (30) days to cure the default upon receipt of written notice specifying the default.

11.2. **Termination.** In the event the default is not timely cured in the thirty (30) day period referenced in Section 11.1, this Agreement may be terminated immediately by written notice. Prior to terminating this Agreement and except as otherwise provided herein, the non-defaulting party shall notify the defaulting party in writing stating specifically the
provisions which are alleged to give rise to the default. If the City terminates this Agreement pursuant to this Section 11.2 before Final Acceptance by the City, Artist shall immediately repay all payments paid to Artist under this Agreement. If Artist terminates this Agreement pursuant to this Article, the City shall forfeit any right to repayment of any payments made through the date Artist notifies the City that the Agreement is terminated.

11.3. **Termination for Convenience.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice. In the event of termination for convenience, the City shall only be liable to Artist for payment milestones reached prior to the effective date of termination.

**ARTICLE 12. NOTICE TO PARTIES**

12.1. **Notice of Documents.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery if hand delivered to the address below:

**TO CITY:**

City of St. Petersburg  
Attention: Lynn Goodwin  
P.O. Box 2842  
St. Petersburg, FL 33731

**TO ARTIST:**

Nick Ervinck  
Kortemarkstraat 67  
8810 Lichtervelde  
Belgium  
Attn: Nick Ervinck

12.2. **Change of address.** Any party may change its address for the giving of notice pursuant to notice given in accordance with the provisions of Section 12.1, which notice shall be effective upon receipt by the other party.

12.3. **Failure to Notify City of Change of Address.** If Artist fails to notify the City of a change of address, Artist waives all rights that are granted in this Agreement that require notice to Artist.

**ARTICLE 13. MISCELLANEOUS**

13.1. **Entirety of Agreement.** This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.
13.2. **Surviving Covenants.** The covenants and obligations set forth in this Agreement shall survive the delivery and Final Acceptance and associated documentation and shall be binding upon the Parties, their heirs, legatees, executors, administrators, assigns, transferees, and all their successors in interest.

13.3. **Severability.** If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable Laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but such omissions shall not invalidate the remaining provisions of this Agreement.

13.4. **Captions.** Captions are inserted only as a matter of convenience and for reference, and in no way define, limit, nor describe the scope of this Agreement, nor the intent or content of any provision contained herein.

13.5. **Waiver.** No waiver of any provision of this Agreement or any breach thereof shall be construed as a continuing waiver nor shall it constitute a waiver of any other provision or breach. Further, the failure of either party to exercise its rights under this Agreement shall not be construed as a waiver to such a right.

13.6. **Choice of Law.** This Agreement will be governed by and interpreted in accordance with the laws of the state of Florida, not including its conflicts of laws rules but including its statutes of limitations, regardless of the legal theory upon which such matter or dispute is asserted.

13.7. **Choice of Language.** The parties hereto acknowledge and agree that the text of this Agreement, including any and all exhibits attached hereto, has been written in English. Additionally, all notices and other documents required under this Agreement shall be provided by one party hereunder to the other party in the English language. The Parties shall bear their own expenses for having text or other communications translated into English.

13.8. **Choice of Forum.** The Parties hereby agree that any action arising hereunder shall be brought in Pinellas County, Florida, or, if in Federal Court, the Middle District of Florida, Tampa Division. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

13.9. **Construction.** Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not construe it against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the party who itself or through its agents prepared the same, as each party has participated in the preparation of this Agreement and each party consulted with
independent legal counsel of its own selection or waived its right to do so prior to the execution of this Agreement.

13.10. \textit{No Third Party Beneficiaries}. Neither Artist nor the City intends to directly or indirectly benefit a third party by this Agreement. Therefore, the Parties agree that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

13.11. \textit{Incorporation by Reference}. Composite Exhibit C, the Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens, Approval and Acceptance of Artwork, Certification of Completion and Installation, and Copyright Agreement and Assignment are upon their execution by a party to this Agreement incorporated into and made a part of this Agreement.

13.12. \textit{Further Assurances}. The Parties shall promptly execute all documents reasonably required and take such other steps in addition to the execution of this Agreement to effectuate the intent and purpose of this Agreement.

13.13. \textit{Exhibits}. Each exhibit to this Agreement is an essential part hereof and is incorporated herein by reference.

\textit{(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)}
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for the purposes herein expressed.

CITY OF ST. PETERSBURG, FLORIDA

By: ____________________________
Print: __________________________
Title: __________________________
Address: P. O. Box 2842
         St. Petersburg, FL 33731

ATTEST:

____________________________________
City Clerk (or designee)  (SEAL)

NICK ERVINCK:

Sign: ____________________________
Print: __________________________
Address: _________________________

WITNESSES
AS TO ARTIST:

Sign: ____________________________
Print: __________________________

APPROVED AS TO FORM AND CONTENT:

____________________________________
City Attorney (designee)
document #: 00449475 FINAL

ATTACHMENTS:
Exhibit A - Final Design, Description of Artwork and location of Artwork
Exhibit B - Release of any person working on the Site or the Artwork
Composite Exhibit C - Bill of Sale, Warranty, Contractor's Affidavit, Affidavit of No Liens,
Approval and Acceptance of Artwork, Certification of Completion and Installation and
Copyright Agreement and Assignment
Exhibit A
Final Design and Description of Artwork

The sculpture was first sculpted in foam. For this piece, a model is then made with a silicone mold; a wax model is then extracted from that mold. The wax model will be created in bronze with a patina finish. The model is provided with an internal reinforcing structure.

This organic form is linked to hollowed rocks and the wild waters, often used in oriental horticultural art. The structure results in a spontaneous, natural erosion process. I inspired my work at macro photographic images of splashing water, and thus sculpturally interprets the encounter between nature and technology. I try to catch this sublime dynamics lurking behind a serene surface. How natural erosion processes generate irregular, complex structures (e.g. the erosion of rocks by seawater) has always fascinated me. Though inspired by natural dynamics, this sculpture is generated by the power of the virtual. I strive towards a balance in the final image between structure and complexity, figuration and abstraction, fancy and symmetry.

As the viewer moves around the sculpture, he sees how everything becomes wider and narrower. The sculpture represents the dynamic power of life and provides a warm welcome to the St. Pete Pier™. The site provides space for reflection and innovation. The gardens and the sculpture make it possible for the visitors to dream of this parallel universe. This sculpture can be seen as an animation in which organic forms, grow from the sculpture and mutate as an environmental matter. It is a sculpture that is openly in dialogue with the environment (the sea), and asks for a new look every time. As a result, it will definitely not leave anyone untouched. The game with sculptural shapes brings about a kind of embrace and security.
Exhibit B

Release and Hold Harmless Agreement

THIS RELEASE and HOLD HARMLESS AGREEMENT ("Agreement") is made this ______ day ____________, 2019, by Nick Ervinck, his heirs, successors and assigns (collectively "Worker") for the benefit of the City of St. Petersburg, Florida ("City").

WHEREAS, at the request of Nick Ervinck ("Artist"), the City has agreed to purchase a work of art (herein "Artwork") and Worker has agreed with Artist to help implement the Artwork by providing labor or other services.

WHEREAS, pursuant to the artist agreement between the Artist and the City dated ____________, 2019 ("Artist Agreement"), Worker must execute this Agreement in favor of the City prior to working on the Artwork or Site (as defined in the Artist Agreement) in order to protect the Releasees (as defined herein) from certain liabilities.

NOW, THEREFORE, in order to induce the City to fund the Artwork and allow Worker to work for Artist on the Artwork or Site and as consideration therefore, the Worker agrees as follows:

1. Worker hereby releases and forever waives any and all present and future claims, covenants not to sue, and holds harmless the City of St. Petersburg, its City Council, its employees, servants, representatives, officers, agents, successors, assigns and volunteers (hereinafter referred to as "Releasees"), from and against all actions, claims, damages, liabilities, costs and expenses, including but not limited to attorney's fees and costs, on account of injury to the person or property or resulting in death of the undersigned, whether arising out of or caused by the negligence of any or all of the Releasees, or otherwise, or whether arising out of or caused by any defect, or presence or absence of any condition of, or in or on any real property, premises, City property, the Site or any thoroughfare while the undersigned is participating in any phase of the Artwork.

2. Worker agrees to indemnify and hold and save the Releasees harmless from any and all damages, loss or liability occurring by reason of any injury of any person or property which may occur as a result of or in connection with the implementation of the Artwork or occasioned by an act or omission, neglect, or wrongdoing of the Worker.

3. Worker will, at Worker's own cost and expense, defend and protect the Releasees against any and all such claims or demands which may be claimed to have arisen as a result of or in connection with the implementation of the Artwork.

4. The undersigned expressly agrees personally that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion thereof is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Exhibit B page 1 of 2
WORKER

Sign:
Print:
Address:

STATE OF ____________ )

COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ___ day of ____________, 201__, by ____________________, who is personally known to me or who has produced ____________________ as identification, and who did take an oath.

NOTARY PUBLIC

Sign
Print
My Commission No.:
COMPOSITE EXHIBIT C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that Nick Ervinck for and in consideration of the sum of one hundred thirty-seven thousand United States dollars ($137,000), lawful money of the United States, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver to the City of St. Petersburg, Florida, its successors and assigns, the work of art consisting of bronze with a patina finish installed at the southwest of the lawn bowl area in the pier head section of the St. Pete Pier™.

TO HAVE AND TO HOLD the same unto the City of St. Petersburg, Florida, its successors and assigns forever.

IN WITNESS WHEREOF, Nick Ervinck, has hereunto set his hand and seal this ___ day of __________, 20__.

________________________________________
Address: ________________________________

STATE OF ____________________

COUNTY OF ____________________

The foregoing instrument was acknowledged before me this ___ day of __________, 201___, by _______________, who is personally known to me or who has produced ___________________________ as identification and who did take an oath.

NOTARY PUBLIC:

________________________________________
Sign

________________________________________
Print

________________________________________
State of

My Commission No.: ____________________

My Commission expires: ____________________

Composite Exhibit C page 1 of 6
WARRANTY

Nick Ervinck ("Artist"), hereby warrants the work of art consisting of bronze with a patina finish installed at the southwest corner of the lawn bowl area in the pier head section of the St. Pete Pier™, to be free from defects in materials or workmanship for five (5) years from the date of the written Final Acceptance (as defined in the Artist Agreement) thereof by the City. Artist shall immediately correct any such defects which appear during that period at Artist’s own cost and expense.

This warranty is in addition to all other warranties, statutory or otherwise, express or implied, all other representations to the City and all other obligations or liabilities with respect to such work of art including implied warranties of merchantability and fitness.

IN WITNESS WHEREOF, Nick Ervinck has hereunto set his hand and seal this ___ day of ______, 20___.

[Signature]

Address: ________________________________

______________________________

STATE OF ________________

COUNTY OF ________________

The foregoing instrument was acknowledged before me this ___ day of ________, 20__, by ________________, who is personally known to me or who has produced _____________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ________________________________
Print ________________________________
State of ________________________________
My Commission No.: ________________________________
My Commission expires: ________________________________
CONTRACTOR'S AFFIDAVIT

STATE OF FLORIDA  )
COUNTY OF PINELLAS  )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ____________________________, who after being first duly sworn by me, on oath, deposes and says:

That I am a general contractor under an agreement executed on the _____ day of ____________, 20___, between Nick Ervinck and the City of St. Petersburg, Florida, that I completed the work of art consisting of bronze with a patina finish installed by a third party at the center of the lawn bowl area in the pier head section of the St. Pete Pier™, for a total price of one hundred thirty-seven thousand United States dollars ($137,000) to be paid to Nick Ervinck and that said installation is now completed and finished.

That Nick Ervinck has paid and discharged all subcontractors, laborers and materialmen and that there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrance.

That I am making this affidavit upon consideration of the payment of one hundred thirty-seven thousand United States dollars ($137,000) to in full satisfaction and discharge of said agreement.

____________________________
Sign:
____________________________
Address:

STATE OF ___________  )
COUNTY OF ___________  )

The foregoing instrument was acknowledged before me this ___ day of ____________, 201___, by ____________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

____________________________
Sign
____________________________
Print
State of
My Commission No.:___________
My Commission expires:_____________

Composite Exhibit C page 3 of 6
AFFIDAVIT OF NO LIENS

STATE OF ____________ )
COUNTY OF ____________ )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, ______________________, who after being first duly sworn by me on oath deposes and says:

1. ______________________ is the owner of a work of art consisting of bronze with a patina finish installed by a third party at the southwest of the lawn bowl area in the pier head section of the St. Pete Pier™.

2. There are no liens, claims or other encumbrances on the work of art and Nick Ervinck is the sole owner and creator of said work of art.

3. Nick Ervinck has paid and discharged all subcontractors or materialmen, if any, and there are no liens outstanding of any nature nor any debts or obligations out of which could arise a lien or encumbrances on the work of art.

4. I am making this Affidavit upon consideration of the payment of one hundred thirty-seven thousand United States dollars ($137,000).

________________________________________
Address: ________________________________
________________________________________

STATE OF ____________ )
COUNTY OF ____________ )

The foregoing instrument was acknowledged before me this ___ day of ________, 20___, by ______________________, who is personally known to me or who has produced ______________________ as identification and who did take an oath.

NOTARY PUBLIC:

________________________________________
Sign
________________________________________
Print

State of ________________________________
My Commission No.: ______________________
My Commission expires: _____________________
APPROVAL AND ACCEPTANCE OF ARTWORK
“Olnetopia”

Nick Ervinck ("Artist") has completed the work of art consisting of bronze with a patina finish ("Artwork") installed by a third party at the southwest corner of the lawn bowl area in the pier head section of the St. Pete Pier™, in a manner that meets all the requirements of the Artist Agreement dated ________________ , 20__, by and between Artist and the City of St. Petersburg, Florida ("Owner"). Owner hereby approves and accepts ownership of the Artwork.

DATE:

CITY OF ST. PETERSBURG, FLORIDA

BY: ________________________________
Print: ________________________________
Address: P. O. Box 2842
St. Petersburg, FL 33731

CERTIFICATION OF COMPLETION AND INSTALLATION
“Olnetopia”

Artist: Nick Ervinck
Artwork: Olnetopia
Location: Southwest corner of the lawn bowl area in the pier head section of the St. Pete Pier™

The above named artwork is installed and 100% completed as required by the Artist Agreement entered into on ________________ , 20__, by and between Nick Ervinck and the City of St. Petersburg, Florida.

Date: ________________________________

__________________________________

__________________________________

__________________________________

Composite Exhibit C page 5 of 6
COPYRIGHT AGREEMENT AND ASSIGNMENT

, for and in consideration of the purchase by the City of St. Petersburg of the work of art consisting of bronze with a patina finish installed by a third party at the southwest corner of the lawn bowl area in the pier head section of the St. Pete Pier™, which work of art ("Artwork") is owned by Nick Ervinck hereby assigns to the City of St. Petersburg, Florida, title and full rights of ownership as well as the irrevocable license to make reproductions of the Artwork for noncommercial purposes, including but not limited to reproductions used in marketing, advertising, brochures, media publicity, web sites, and catalogues or other similar publications, provided that such reproductions of the Artwork must be made in a professional and tasteful manner.

Nick Ervinck further assigns to the City of St. Petersburg, Florida, any and all warranties for materials used and labor performed by subcontractors or other persons, if any, which Nick Ervinck holds to the City of St. Petersburg, Florida.

Nick Ervinck further agrees to execute any and all further lawful documents including assignments which the City of St. Petersburg, Florida shall deem necessary or desirable to fully effectuate this Copyright Agreement and Assignment.

__________________________________________
Address: ________________________________

STATE OF ________________

COUNTY OF ________________

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by ____________________________, who is personally known to me or who has produced ____________________________ as identification and who did take an oath.

NOTARY PUBLIC:

Sign ______________________________________
Print ______________________________________
State of ___________________________________
My Commission No.: _________________________
My Commission expires: _______________________

Composite Exhibit C page 6 of 6
The following page(s) contain the backup material for Agenda Item: Commerce Park Update
Please scroll down to view the backup material.
May 31, 2019

TO: The Honorable Members of City Council

SUBJECT: Commerce Park Update

PRESENTER: Alan DeLisle, City Development Administrator

SCHEDULE FOR COUNCIL ON: June 6, 2019

Councilmember Lisa Wheeler-Bowman
District 7
The following page(s) contain the backup material for Agenda Item: Ordinance of the City of St. Petersburg, Florida; amending Section 16.30.095. of the City Code (Storefront Conservation Corridor Overlay) to create an exemption for certain local historic resources; providing for severability.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of June 6, 2019

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

SUBJECT: City File: LDR-2019-01: Proposed amendment to the Land Development Regulations relating to the “Storefront Conservation Corridor Overlay.”

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

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

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

RECOMMENDATION:

Administration: City Administration and Staff recommends APPROVAL.

City Council:

On April 18, 2019, City Council voted 6-2 to approve Ordinance 363-H adopting a new City Code Section 16.30.095 titled “Storefront Conservation Corridor Overlay.” Although the ordinance was adopted and is now in effect, City Council requested City Staff to evaluate options for exempting existing buildings, in whole or part. City Staff was directed to return to the City Council with a proposal on June 6, 2019.

Stakeholder Meeting:

On May 29, 2019, City Staff is hosting a stakeholder meeting to present the proposed text amendment. Since this scheduled meeting post-dates the distribution of reports to Commission and City Council Members, an overview of the meeting will be provided during the DRC presentation and included in subsequent City Council report updates.

Recommended City Council Action:

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

2. SET the second reading and adoption public hearing for June 13, 2019.
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA; AMENDING SECTION 16.30.095. OF THE CITY CODE (STOREFRONT CONSERVATION CORRIDOR OVERLAY) TO CREATE AN EXEMPTION FOR CERTAIN LOCAL HISTORIC RESOURCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during its April 18, 2019 meeting, the St. Petersburg City Council ("City Council") adopted Ordinance 363-H, the Storefront Conservation Corridor Overlay ("SCCO") ordinance; and,

WHEREAS, the City Council found that the SCCO was a worthwhile effort by City of St. Petersburg ("City") administration and staff, as well as local stakeholders and property owners, to protect and bolster the small-scale business sector and the pedestrian-friendly aesthetic of important commercial corridors in St. Petersburg; and

WHEREAS, the City Council also found, in recognizing the challenges of owning older buildings, that it was desirable to provide a pathway to exemption from the SCCO for certain buildings whose owners are seeking to adaptively reuse these structures in response to evolving trends in commercial and retail redevelopment; and

WHEREAS, the City Council requested City staff to draft an amendment to the SCCO addressing the desire for an exemption for adaptive reuse of certain older buildings; and

WHEREAS, acknowledging that adaptive reuse is currently a process defined by City Code Section 16.30.020., and is available to historic resources only, City administration and staff are recommending the adoption of the amendment to the SCCO in this Ordinance, which creates an exemption for local historic landmarks.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1. Section 16.30.095.1. of the St. Petersburg City Code is hereby amended to read as follows:

16.30.095.1. – Applicability.

This section applies to any property within a delineated Storefront Conservation Corridor, except for those buildings designated as local landmarks in accordance with the historic and archaeological preservation overlay section. This section is not retroactively applied. Upon establishment of a delineated Storefront Conservation Corridor, the properties and structures within a corridor are deemed to be grandfathered with respect to the standards and regulations set forth in this section. However, properties within a delineated Storefront Conservation Corridor may not seek to increase any non-conforming land use, and no structure or tenant space may be enlarged, altered or changed in a way which increases its nonconformity except as may be allowed by this section.
Section 2. Section 16.30.095.6. of the St. Petersburg City Code is hereby amended to read as follows:

16.30.095.6. - Storefront Width for Pedestrian Level, Publicly Accessible Storefronts.

Storefront widths help define the character of place as one moves throughout the delineated corridors. To conserve the character of these places, the percentage of existing small, medium, and large storefronts for the corridor shall be established by averaging all storefront widths throughout the corridor. To encourage renovations of existing historic buildings, this section shall not apply to buildings designated as local landmarks in accordance with the historic and archaeological preservation overlay section.

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

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

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

Approved as to Form:

[Signature]

City Attorney (Designee)

00451510.docx
DEVELOPMENT REVIEW COMMISSION

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

For Public Hearing on Wednesday, June 5, 2019
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LDR 2019-01 (Continued)
Text Amendment: Storefront Conservation Corridor Overlay relating to
Existing Buildings and Businesses

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

This text amendment is the continuation of application LDR 2019-01, described more completely below in the
application timeline.

APPLICANT INFORMATION

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

CONTACT: Derek Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning and Development Services Department
One – 4th Street North
St. Petersburg, Florida 33711
Derek.Kilborn@stpete.org
(727) 893-7872
On April 18, 2019, City Council voted 6-2 to approve Ordinance 363-H adopting a new City Code Section 16.30.095 titled "Storefront Conservation Corridor Overlay." Although the ordinance was adopted and is now in effect, City Council requested City staff to evaluate options for exempting existing buildings, in whole or part. City staff was directed to return to the City Council with a proposal on June 6, 2019.

Application Timeline

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

Committee of the Whole ("C.O.W."):  
On January 31, 2019, City Council, meeting as the C.O.W., received a presentation by City staff on the proposed text amendments.

City Council, First Reading:  
On February 21, 2019, City Council conducted a first reading and set the second reading and adoption public hearing for March 14, 2019. During this meeting, the City Council voted 7-0 to bifurcate the small business assistance package (Resolution) from the zoning and land use text amendments (Ordinance). The small business assistance package was scheduled for public hearing on March 14, 2019; text amendments to the Land Development Regulations were scheduled for public hearing on April 18, 2019.

Committee of the Whole:  
On February 28, 2019, City Council, meeting as the C.O.W., conducted its second public meeting to discuss the proposed text amendments. During the first reading and this C.O.W., City Council Members requested additional stakeholder meetings with the affected property owners.

Stakeholder Meetings

Following the first reading on February 21, 2019, City Development Administration, Economic and Workforce Development Department, and Planning and Development Services Department staff hosted a new round of meetings with multiple stakeholders along the Central Avenue corridors. Feedback from these meetings were incorporated into the proposed text amendments thereby providing additional flexibility to the property owners and tenants, without significantly altering the existing pattern of small, medium, and large storefronts. These accommodations are listed as follows and demonstrated in the adopted ordinance, attached:

- Clarifying the criteria for variance approval;
- Add in accommodations for small lots, for e.g. along Baum Avenue;
- Amending parking reductions;
- Clarifying design standards.
- Reduced the minimum number of small storefronts by five (5) percent (%) across all corridors;
- Under the variance criterion relating to expansion of an existing storefront space, increased the total combined square footage from 2,000 sq. ft to 2,500 sq. ft or less and where the combined storefront width is 40-feet or less.
City Council, Public Hearing for Small Business Assistance Package (Resolution):
On March 14, 2019, City Council voted 8-0 to approve the small business assistance package.

City Council, Public Hearing for Text Amendments to the Land Development Regulations (Ordinance):
On April 18, 2019, City Council voted 6-2 to approve Ordinance 363-H with direction to return on June 6, 2019.

Stakeholder Meeting
On May 29, 2019, City staff is hosting a stakeholder meeting to present the proposed text amendment. Since this scheduled meeting post-dates the distribution of reports to Commission and City Council Members, an overview of the meeting will be provided during the DRC presentation.

Upcoming Dates:
June 5, 2019: Development Review Commission, Public Hearing
June 6, 2019: City Council, First Reading
June 13, 2019: City Council, Public Hearing

Text Amendment

Designated, Local Landmarks

The City administration and staff is proposing an exemption for designated, local landmarks. While City staff has consistently conveyed to the stakeholders and City Council that this initiative is not an exercise in historic preservation, City staff believes this proposal offers added flexibility while establishing other protections for the buildings that have helped make the subject corridors a dynamic, pedestrian experience and regional destination.

A map series is attached showing the overlay boundary and highlighting buildings 50-years in age or older. The map series demonstrates that most proposals to exempt existing buildings would qualify large sections within the overlay boundary and diminish the broader intent of the storefront initiative.

Since many buildings are historic, but not all buildings qualify for designation as a local landmark, historic preservation staff evaluated the subject corridor to identify potentially eligible properties for local landmark designation. As of this writing, staff findings are being interpreted into a map and will be provided prior to the public hearing. For designation, these properties will require a formal determination of eligibility from the Community Planning and Preservation Commission and ordinance adoption by the City Council.

Designated, local landmarks require a Certificate of Appropriateness for exterior modifications only. This allows flexibility for interior changes without review, but also puts into place a public hearing process for any future request to demolish. Designated, local landmarks also qualify for an ad valorem tax exemption on the value of any building improvements. Although the historic preservation program is exterior only, the property owner may voluntarily elect to include certain interior improvements to increase their tax exemption.
Consistency and Compatibility (with Comprehensive Plan)

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

Vision Element:

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

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

    ▪ Likes: Unique Sense of Place, Diversity, Neighborhood Identity, Sense of Urban and Natural Beauty, Small Town/Family Focus, Historic Preservation, Neighborhood friendly schools, Celebration of Community, Access to the waterfront.

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

    ▪ Likes: Recent downtown reinvestment, active downtown after 5 PM, new housing choices such as renovated apartments and new townhomes, city incentives to local businesses, city assistance to local artists, low unemployment, tourism, unique identity from Tampa.

    ▪ Dislikes: Lack of progress in some areas, too many low paying jobs, not enough higher paying jobs, abandoned shopping centers, lack of clear city plan for many key areas such as downtown, inferiority complex with Tampa.

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

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

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

**RECOMMENDATION**

City staff recommends the DRC make a *finding of consistency* with the City’s Comprehensive Plan.
HOUSING AFFORDABILITY IMPACT STATEMENT

City of St. Petersburg
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 2019-01).

III. Impact Analysis:

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

No   X   (No further explanation required.)
Yes  _____ Explanation:

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

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

No   X   (No further explanation required)
Yes  _____ Explanation:
IV: Certification

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

CHECK ONE:

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.)

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

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

Copies to:  
City Clerk  
Joshua A. Johnson, Director, Housing and Community Development
PROPOSED ORDINANCE
ORDINANCE NO. 363-H

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

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

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

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

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

WHEREAS, as a result of extensive community outreach to the myriad stakeholders in
the local business community, the City identified several factors that are critical to efforts to
bolster the small-scale business sector, including pedestrian-oriented corridors, design elements,
and parking and vehicular access elements; and
WHEREAS, the City has initially identified portions of Beach Drive and Central Ave as key corridors, due to their walkability and the concentration of small-scale businesses, especially related to retail and restaurant uses; and

WHEREAS, the City further identified that small and, to some degree, medium storefront widths are drivers of the urban core's vibrancy and its walkability; and

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

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

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

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

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

WHEREAS, the City Council, sitting as a Committee of the Whole, provided feedback on this proposed ordinance to City Administration and staff on January 31, 2019 and February 28, 2019; and

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

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

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

Sections:

16.30.095.1. - Applicability.

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

16.30.095.2. - Purpose.

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

16.30.095.3. - Definitions

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

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

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

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

4) "*Large*" *Storefront Width* – Tenant spaces measuring more than 40-feet in width. The most common form of storefront width in contemporary construction. Where large storefront widths have the potential to host regional assets such as museums activating a pedestrian-oriented corridor, they can also be occupied by passive land uses and can create lengthy sidewalk zones void of activity along the streetscape. Large storefront widths facing the delineated conservation corridor shall be minimized within the corridors.
5) **Corridor** – A collection of parcels with frontage to the primary roadway (street or avenue) identified in the description and for which the overlay regulations apply. A corridor does not include those parcels adjacent to the primary delineated roadway with frontage to cross streets or alleys.

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

**16.30.095.4. - Establishment of an Overlay Corridor.**

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

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

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

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

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

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

A. **Beach Drive.** Beach Drive shall be the delineated corridor extending from the centerline of the right-of-way of 5th Avenue North to the centerline of the right-of-way of 1st Avenue South. This corridor was established on April 18, 2019.

B. **Central Avenue, Downtown East.** Central Avenue shall be the delineated corridor extending from the centerline of the right-of-way of 1st Street to the centerline of the right-of-way of Dr. Martin Luther King Jr. Street. This corridor was established on April 18, 2019.

C. **Central Avenue, Downtown West.** Central Avenue shall be the delineated corridor extending from the centerline of the right-of-way of Dr. Martin Luther King Jr. Street to the centerline of the right-of-way of 18th Street. This corridor was established on April 18, 2019.
D. Grand Central. Central Avenue shall be the delineated corridor extending from the centerline of the right-of-way of 18th Street to the centerline of the right-of-way of 31st Street. This corridor was established on April 18, 2019.

16.30.095.6. - Storefront Width for Pedestrian Level, Publicly Accessible Storefronts

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

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

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

<table>
<thead>
<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>10%</td>
</tr>
<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
<td>No minimum</td>
</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
</tr>
</tbody>
</table>

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

### CENTRAL AVENUE, DOWNTOWN EAST

<table>
<thead>
<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>35%</td>
</tr>
<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
<td>No minimum</td>
</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
</tr>
</tbody>
</table>

*Note: Parcels located between 6th Street and 8th street shall be considered one block.*

### CENTRAL AVENUE, DOWNTOWN WEST

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

### GRAND CENTRAL

<table>
<thead>
<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Minimum</td>
</tr>
<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>35%</td>
</tr>
<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
<td>No minimum</td>
</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
</tr>
</tbody>
</table>

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

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

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

B. Each tenant space located on the ground floor shall include a primary entrance facing the corridor. Arcades, featuring a center walkway with storefront access, are exempt from this requirement.

C. Storefront doors shall be transparent.

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

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

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

G. Opaque materials, such as one-way vinyl appliques and mirrored tint, that are applied to any storefront glazing shall be prohibited within the transparency zone, measured between 3-feet and 8-feet from grade. Individual letters, wordmarks, and corporate logos are exempt from this prohibition, provided that their combined square footage does not exceed 25 percent of the calculated surface area of the transparency zone.

16.30.095.9. - Parking.

Where an individual tenant space facing the corridor is equal to or less than 20-feet in width and measures 3,000 square feet or less in gross floor area, or where the space is equal to or less than 40-feet in width and less than 100-feet in depth and measures 2,000 square feet or less in gross floor area, there shall be no required on-site parking. Any qualified tenant space shall be located within an approved corridor, located on the ground floor, with a storefront facing the corridor and adjoining the pedestrian sidewalk.


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

16.30.095.11. - Additions, Renovations, and Change of Use

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


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

1) Distribution pattern of windows and activated doorways shall reinforce the intent of this section and preserve the physical character of the subject block and larger corridor;
2) Pedestrian activation of the subject block by the proposed use; and
3) Expansion of an existing storefront space where the total combined square footage is 2,500 s.f. or less, and the storefront width is 40-feet or less.

Section 2. Section 16.70.015 of the St. Petersburg City Code is hereby amended, in the appropriate numerical order, to read as follows:

16.70.015 - DECISIONS AND APPEALS TABLE

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

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

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

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

First reading conducted on 21st day of February 2019.

Adopted by St. Petersburg City Council on second and final reading on the 18th day of April 2019.

Charlie Gerdes, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: Chan Srinivasa, City Clerk

Title Published: Times 1-t 4/5/19

Not vetoed. Effective date April 25, 2019 at 5:00 p.m.
MAP SHOWING AGE OF BUILDINGS
MAP SHOWING POTENTIALLY ELIGIBLE PROPERTIES

[To Be Completed in Time for DRC]
The following page(s) contain the backup material for Agenda Item: Ordinance amending the St. Petersburg City Code by replacing Section 16.40.120 with a reorganized and revised Section 16.40.120 sign code; enhancing readability and correcting scrivener’s errors; creating a consolidated zoning chart for signage; and creating a sign code consistent with current state and federal requirements.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL
Meeting of June 6, 2019

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 Chapter 16, City Code of Ordinances (Land Development Regulations) by replacing Section 16.40.120 with a reorganized and revised Section 16.40.120 Sign Code; enhancing readability and correcting scrivener’s errors; creating a consolidated zoning chart for signage; and creating a sign code consistent with current State and Federal requirements; and providing an effective date.

RECOMMENDATION:

Administration: City Administration and Staff recommends APPROVAL.

City Council:

There was a Public Services and Infrastructure Committee meeting on March 15th where the information for the sign code update was presented changes included enhancing readability and correcting scrivener’s error; creating a consolidated zoning chart for signage; and creating a sign code consistent with current State and Federal requirements; and providing an effective date. A Pier signage package was also presented at that meeting. On April 25th, 2019, Staff presented the proposed changes to the sign code, section 16.40.120 to the Committee of the Whole (COW). City Council discussion included applicability, the legal requirements for content neutral signs, and pier district signage, and staff was directed to return to COW for final direction regarding the Pier signage, which is scheduled for May 30, 2019. Staff will incorporate any necessary modifications resulting from the May 30th COW prior to the June 6th first reading.

Stakeholder Meeting:

On February 26, 2019, City Staff presented proposed sign code changes to the Chamber of Commerce Public Policy group. March 6th the information was presented to the Development Review Commission (DRC) in a workshop format. A stakeholder meeting with sign contractors and interested citizens was held at the main library on March 7th. Feedback was taken and addressed in future presentations. The code update also was presented to the Council of Neighborhood Associations (CONA) on April 25th. The date for the proposed City Council public hearing was communicated during all of these public outreach meetings.
**Development Review Commission:**

On April 3, 2019 the Development Review Commission, the DRC reviewed the proposed text amendments and made a unanimous finding of consistency with the City’s Comprehensive Plan. The DRC had questions regarding several sections of the ordinance, specifically free speech signs. The question was why five (5) free speech signs per property is being proposed. It was explained that the number was derived based on the number of exempt signs that were in the code previously.

**Recommended City Council Action:**

1. CONDUCT the first reading of the proposed ordinance; and
2. SET the second reading and adoption public hearing for June 13, 2019.

Attachments: Proposed Ordinance; DRC Staff Report with Attachments
AN ORDINANCE AMENDING THE ST. PETERSBURG CITY CODE BY REPLACING SECTION 16.40.120 WITH A REORGANIZED AND REVISED SECTION 16.40.120 SIGN CODE; ENHANCING READABILITY AND CORRECTING SCRIVENER’S ERRORS; CREATING A CONSOLIDATED ZONING CHART FOR SIGNAGE; AND CREATING A SIGN CODE CONSISTENT WITH CURRENT STATE AND FEDERAL REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2015 the U.S. Supreme Court issued a decision in Reed v. Town of Gilbert which struck down local sign codes which differentiate based upon the sign’s message and imposed a strict scrutiny review standard for local sign codes with content based standards for regulation; and

WHEREAS, the City along with the majority of local governments across the county were required to cease enforcing subsections related to exempt and temporary signs or change their sign codes; and

WHEREAS, the City chose to wait for post-Reed judicial interpretation and guidance before undertaking a revision of its own, previously upheld Sign Code, and

WHEREAS, the City, having such judicial interpretation now available, seeks to update its Sign Code to be more clearly compliant with the current state of Constitutional law, and also seeks to amend and restructure its code to enhance readability for the use and understanding of its citizens, and

WHEREAS, the City believes a reorganization amendment will further the goals of the original sign code passed in 1992 and its subsequent amendments and further the efficiency of the review process by City staff, and

WHEREAS, the majority of the City’s existing sign code, besides subsections relating to exemptions, does not require substantial amendment beyond a reorganization of the various subsections themselves, and

WHEREAS, this revised sign code shall not repeal or otherwise effect previously adopted City Ordinances, including Ordinance 177-H and 35-H related to off premises signs, digital billboards, or the agreements related to these sign types.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Section 16.40.120 is hereby replaced in its entirety by a new Section 16.40.120 which shall read as follows:

16.40.120 – SIGN CODE

16.40.120.1. - Purpose and findings.

This section shall be known as the sign code and shall establish standards for the location, size, spacing and design of signs. These standards are content-neutral and regulate only the form and placement, not the content, of signs. Each regulation serves a compelling governmental interest by
furthering the purposes of this sign code. The City finds and determines that the following situations existed in the City and in the county prior to the original adoption of this sign code on February 6, 1992, and that these conditions would occur without the regulations established in this revised sign code:

1. Inadequate sign regulation in the City;

2. Lack of attention to the relationship between proper sign regulation and resultant economic and other effects on the community;

3. Visual distraction and potential safety hazards posed to movement of pedestrian and vehicular traffic on public rights-of-way; and

4. Failure to consider signs as an integral component of the urban landscape.

In order to address these issues, the City finds and determines that the most effective, efficient and equitable approach is the implementation of a system of sign regulation which shall serve as a minimum norm or standard.

The purpose of this sign code is to establish minimum standards for an orderly system of signs and improve the quality of sign regulation in the City in a manner that contributes to the economic well-being, visual appearance, safety, and overall quality of life in the City. The sign code seeks to address the goals of the Vision Element of the City's Comprehensive Plan. In particular, it is the purpose of this sign code to further the following objectives, taking into consideration that the mix of densities and intensities of different uses in each zoning district, the aesthetics of each zoning district, and the speed limits of autoing traffic may require different regulations to ensure that these purposes are met in each zoning district:

To establish a comprehensive system of sign regulation that addresses the full spectrum of principal sign considerations on a uniform basis;

To establish an organized system of sign regulation to prevent oversized and competing signage systems within the commercial corridors of the City;

To establish a system of sign regulation that gives special recognition to protecting the aesthetic and scenic beauty of the City and the natural characteristics and visual attractiveness that are essential to the economy and cultural development of the City;

To establish the minimum standards necessary to reduce the visual distraction and safety hazards created by sign proliferation along the public rights-of-way; and

To recognize the significance of signs and appropriate uniform regulation thereof as a component of community appearance and character in the City.

16.40.120.2. - Applicability.

This sign code applies to any sign displayed or erected which is visible and legible from a right of way within the City.

16.40.120.3. - Generally.

A. It is the intent of the City Council to regulate signs consistent with the zoning designation which establishes the character of the area in which the signs are located.

B. All new signs shall comply with all applicable Florida Building Code requirements, design requirements, and other applicable requirements.
C. The replacement of a sign face in a lawful sign structure with a sign face of equal size and material shall not require a permit, provided that the sign structure complies with all applicable Florida Building Code, and design requirements of this sign code.

D. All signs shall be consistent with a uniform sign plan for multi-tenant structures or developments where a uniform sign plan is required.

E. All signs shall comply with design requirements where required by this sign code.

F. No person shall install, erect or create any sign without first obtaining a permit for the sign, except for exempt signs and prohibited signs, and except as may otherwise be provided specifically herein. No person who has obtained a permit for a sign shall install, erect or create a sign except in compliance with the terms of this sign code and any conditions or restrictions that may have been imposed upon the issuance of the permit. Any person who commences such work shall prosecute the work to completion, and pass the final inspection for such work. Work commenced under a permit which expires before the work is completed shall be deemed to be work done without a permit. It shall be unlawful for any property owner to allow any uncompleted work to remain on property owned by such owner if the work was commenced prior to the issuance of a permit for the work and a permit has not been obtained for the work, or if a permit for such work was obtained but expired prior to completion and final inspection of the work and the permit has not been re-issued.

16.40.120.3.1. - No content restrictions.

A. It is the intent of the City Council that protection of First Amendment rights shall be afforded by this sign code. Accordingly, any sign, display, or device allowed under this sign code may contain, in lieu of any other copy, any otherwise lawful noncommercial message that does not direct attention to a business operated for profit, or to a commodity or service for sale, and that complies with applicable size, lighting, dimension, design, spacing, and other requirements, including permitting requirements of this sign code.

B. In the event that a court of competent jurisdiction determines that allowing any sign to be exempt from the permitting process is unconstitutional or unenforceable, or causes the remainder of this section to be unconstitutional or unenforceable, then that sign or signs shall thereafter be required to obtain a permit and comply with the other requirements of this section. In the event that a court of competent jurisdiction determines that any provision allowing a specific sign or signs to be permitted is unconstitutional or unenforceable, or causes the remainder of this section to be unconstitutional or unenforceable, then that sign shall become a prohibited sign. In the event that a court of competent jurisdiction determines that this section, known as the Sign Code, is unconstitutional or unenforceable, then no new signs are allowed to be constructed and no existing sign is allowed to be modified, expanded or changed and a sign moratorium shall be in place for up to six months or until a new Sign Code is adopted.

16.40.120.4 - Definitions.

As used herein, the following terms shall have the following meanings unless the context in which a term is used clearly indicates a different meaning:
A-frame sign means a non-illuminated incidental freestanding portable sign which is ordinarily in the shape of an "A" or some variation thereof. For purposes of this sign code, such signs shall also include, but not be limited to, pedestal signs and sandwich board signs.

Animated sign means any sign which includes action, motion, the optical illusion of action or motion or color changes of all or any part of the sign face, requiring electrical energy or set in motion by movement of the atmosphere or a sign made up of a series of sections that turn and stop to show two or more pictures or messages in the copy area. The term "animated sign" does not include signs which display time of day, temperature, or both, and does not include electronic message center signs or tri-vision signs.

Artwork means drawings, pictures, symbols, paintings (including the painting of patterns or designs) or sculpture, which does not in any way include a company or corporate logo; or text identifying any product, service or business sold or available on the premises, or text advertising a business at another location.

Awning sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area.

Banner means a temporary sign that is (i) made of wind- and weather-resistant cloth or other similar material; (ii) mounted to a pole, wire, fence, structure, or building at one or more edges; (iii) hangs downward; and (iv) designed to limit articulation or activation by the wind. Flags shall not be considered banners.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multicolored, and which is intended to attract or divert attention. However, the term "beacon" does not include any kind of lighting device which is required or necessary under the safety regulations prescribed by the Federal Aviation Administration or similar agencies.

Bench sign/bus shelter sign means a bench or bus shelter upon which a sign is drawn, painted, printed, or otherwise affixed thereto.

Building frontage, for purposes of this sign code, means the single facade of a building abutting a street or containing the primary building entrance. For multi-tenant buildings where each tenant has its own entrance, the term "building frontage" means the single facade of each tenant.

Business establishment, for the purposes of this sign code, means any individual person, nonprofit organization, partnership, corporation, other organization or legal entity which has paid, or is required to pay, the business tax and which occupies distinct and separate physical space.

Changeable copy (or changeable message) sign means a portion of a sign upon which the message copy may be changed manually through the utilization of attachable letters, numbers, symbols, and other similar characteristics. The overall size is included in the square footage of the sign.

Construction area or construction site means any property or building at which active construction work is currently ongoing or for which there are active permits for said construction on file with the Building Department.

Damaged sign means a sign missing more than 25 percent of the sign structure, or missing more than 25 percent of the area of a sign face, or having suffered damage to one or more structural support elements such that the sign is at risk of imminent collapse.
Double-faced sign means a sign which has two display surfaces backed against the same background, one face of which is designed to be seen from one direction and the other from the opposite direction, every point on each face being either in contact with the other face or in contact with the same background.

Digital or Electronic sign means a sign utilizing digital message technology by which the message copy may be electronically changed and controlled. The term includes, but is not limited to, time and temperature signs.

Erect means to build, construct, attach, hang, place, suspend or affix.

Flag means a sign that is (i) made of any fabric, banner, bunting, or other non-rigid material; (ii) attached to a flagpole, stanchion, or bracket; and (iii) intended to be articulated or activated by the wind.

Flagpole means a pole for which the primary purpose of which is the display of flags.

Freestanding sign means any sign supported by a structure or support that is placed on or anchored in the ground and that is structurally independent of any building or other structure. This includes monument and pole signs.

Frontage means the length of the street boundary line for a parcel which runs coterminous with the boundary of an adjoining parcel. The measurement includes utility and drainage easements but does not include alleys or public ingress-egress easements.

Ground level means the finish grade of a parcel of land exclusive of any filling, berming, mounding or excavating solely for the purpose of locating a sign. Ground level on marina docks or floating structures shall be the finish grade of the landward portion of the adjoining parcel.

Height means the vertical distance to the highest point of a sign, measured from ground level nearest the base of the sign or from another point such as the crown of a road if a measurement from such starting point is required by this sign code.

Human sign means a sign held or worn by a human being for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, idea, cause, or product.
Integral roof sign means any sign erected or constructed as an integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches. Any integral portion of the roof sign shall not extend more than five feet above the structural roof.

Large facility sign means a sign erected on a site consisting of 20 acres or more and which contains an arena, theater, or other place of public assembly.

Linear front foot means a measurement of the horizontal length of the wall upon which a wall sign is attached.

Maintenance means the replacing, repairing or repainting of a sign structure or any portion of a sign structure, including but not limited to changing or renewing copy which has been made unusable by ordinary wear or weather or accident. The term "maintenance" does not include changing the message on a changeable copy sign.

Monument sign means a sign that is erected on an opaque base having a width equal to or greater than 75 percent of the width of the sign for the entire vertical dimension of the base. If the width of the base is less than 75 percent of the width of the sign, the sign is a pole sign.

Multifamily use means any building having a residential use comprised of more than one family dwelling unit.

Nonconforming sign means any sign that does not conform to the requirements of this section. Prohibited signs are not nonconforming signs.

Off-premises sign means any sign identifying or advertising a product, business, person, activity, condition, or service not located or available on the same parcel of property where the sign is installed and maintained.

On-premises sign means any sign which identifies a use, business or advertises a product for sale or service to be rendered on the parcel of property where the sign is located.

Pennant/streamer means any series of small flag-like or streamer-like pieces of cloth, plastic, paper, or similar material which is attached in a row to any staff, cord, or building, at only one or two edges, the remainder hanging loosely.

POD see chapter 1.

Pole sign means a sign attached to a pole or mast that is not attached to a building.

Portable sign means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, any sign designed to be transported by
means of wheels. The term "portable sign" includes, but is not limited to, an A-frame sign, a menu sign, a sandwich board sign, and a balloon or other inflatable device used for communicating a message.

*Projecting sign* means any wall sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

*Property* means, unless a different meaning is indicated by the context in which the term is used, real property, or the total land area represented by the outside boundaries of a parcel of land.

*Roof sign* means any sign that is erected, constructed and/or maintained on the roof of a building or structure, which is placed above the eaves, mansards, parapets, or other similar architectural features of such roof.

*Section* means this sign code and any section, subsection, paragraph, subparagraph or other provision herein, regardless of the organization and numbering of these provisions.

*Shopping center* means a group of three or more business establishments with a single architectural plan, with common ownership of property, or cooperative or condominium ownership.

*Sign* means any device, fixture, placard, structure or representation that uses any color, form, graphic, illumination, or writing to advertise, attract attention, announce the existence of, or identify the purpose of a person, entity, product or service or to communicate information of any kind to the public.

*Sign area* means the total area of a sign face. Sign area shall include the background and frame of a sign structure and any borders or extensions, but not the structural supporting elements outside of its frame or extensions. Where a sign is composed of skeletal letters, characters, or symbols applied to a wall or other background that is not a part of the sign, the area of the sign shall be the area of the smallest rectangle, square, triangle, circle, or other geometric figure that will enclose the whole group of letters, characters and symbols. Where a sign is built with two faces back-to-back, the area of the sign shall be the larger of the areas of the two faces computed as herein before specified. In the case of a three-sided sign forming a triangle with sign faces on each side, sign area shall be calculated as 1½ times the largest face. In the case of a four-faced sign forming a square with sign faces on each side, sign area shall be calculated as two times the largest face.

*Sign face* means any plane, surface, curve or other area upon which appears the letters, characters and symbols composing the sign message, and the background of the letters, characters and symbols, and includes the total surface of a sign, including the background, frame, border, and any extensions, but not the structural supporting elements outside of the frame or extensions. Where a sign is composed of skeletal letters, characters, or symbols applied to a wall or other background that is not a part of the sign, the face of the sign shall be the area of the smallest rectangle, square, triangle, circle, or other geometric figure that will enclose the whole group of letters, characters and symbols. Background colors that are part of a corporate logo shall be considered a part of the sign face. Where a freestanding sign contains two or more tenant panels on the same side of the sign, the sign face shall include all of the tenant panels including framing.
**Sign structure** means any structure which is designed specifically for the purpose of supporting a sign, whether or not the structure is presently supporting a sign. The term "sign structure" does not include any decorative covers, braces, wires, supports, or components attached to or placed around the sign structure when designed to meet the design requirements of this sign code.

**Snipe sign** means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to a tree, pole, fence, public bench, street light pole, or other object, or on any public property or within the right-of-way.

**Street.** See the definition of "street" in the Definitions section (currently Sec. 16.90.020.3). For the purposes of this section, 'street' generally does not include an 'alley'.

**Tenant panel** means one of two or more sign panels on the same side of a freestanding sign, each of which typically (but not necessarily) represents one business or other use on the site, all of which collectively form the sign face.

**Tri-vision sign** means a sign which contains a number of triangular tubes, called prisms, standing upright and kept in place by a frame. Advertising copy is painted or affixed to the prisms and the sign thereby can separately display three different messages. The prisms that stand closely together are turned simultaneously by a smooth movement at determined intervals. The advertising message on a tri-vision sign is stationary for determined intervals.

**Umbrella sign** means a sign printed on an umbrella.

**Vehicle sign** means a sign attached to or placed upon a vehicle or a boat, camper, or trailer, permanently or temporarily, or which is constructed as an integral component of a vehicle, boat, camper, or trailer. A vehicle sign will be a prohibited sign or exempt from this sign code depending upon the location and usage of the vehicle sign, as set forth more particularly in this sign code. The term "vehicle sign" does not include any sign which is required by any unit of government.
Wall sign means any sign attached to, on, or supported by any part of a building (e.g., walls, integral roof, awning, windows, or canopy) which encloses or covers usable space.

Warning sign means a sign that warns of a dangerous condition on a parcel of property or that posts the property warning of restrictions concerning parking, trespassing, hunting, fishing, swimming, or other activity, or that gives notice to the public of information required by law regarding the towing of motor vehicles, or other information specifically required to be posted by law, provided that such sign does not carry any commercial message or identification except the name, address, and telephone number of the property owner, or other person responsible for the property.

Waterside identification sign means a sign intended to be viewed only from the waters of the Gulf of Mexico, Tampa Bay, the Intracoastal Waterway or any other bays, rivers, lakes and waterways.

Wind feather sign means a type of temporary lightweight sign comprised of a pole and/or base which may be made of metal, plastic or any other substance, to which a vinyl, nylon, canvas, polyester, or other type of fabric, sign is attached.

Window sign means a sign located on a window or within a building or other enclosed structure and which is visible from the exterior through the window or any other opening.

16.40.120.5 - GENERAL REQUIREMENTS FOR ALL SIGNS

16.40.120.5.1 - Procedures.

A. Permitting, variances and appeals. See the application and procedures section.

B. Enforcement.

1. The erection, display, construction, maintenance, or use of any sign in any manner contrary to the requirements of this sign code shall be deemed a violation of this code,
punishable by fine or imprisonment as provided by section 1-7, or by the imposition of fines and liens as provided by Chapter 9, or by such other remedies as are available to the City. Each day that a violation continues to occur shall be deemed a separate violation.

2. Any prohibited sign shall be removed from publicly-owned lands and rights-of-way upon demand by the City. Nothing shall prohibit a duly authorized officer or employee of the City from removing a sign from publicly-owned lands and rights-of-way.

C. **Illegal signs.** Signs that existed on September 4, 2008 that were not in conformance with the Codes and ordinances at the time they were constructed are illegal signs and shall conform with this sign code or be removed. Signs which were constructed without a permit but which are currently lawful may remain if the owner demonstrates that the sign was or became lawful, provides an engineering certification that the sign is constructed according to Florida Building Codes, and obtains an after the fact permit.

16.40.120.5.2 - Design requirements.

All signs except temporary signs and off-premises signs shall be subject to the design requirements below:

A. **Freestanding signs.** Signs shall be designed to complement the architectural design of the building on the same site, utilizing the same materials, colors, finishes, and details. In addition to color, freestanding signs shall incorporate at least one additional element (such as, but not necessarily limited to, building material or architectural feature) to reflect the architectural design of the building.

B. **Freestanding monument signs.** All signs of ten feet in height or less shall be designed as monument signs. The materials, finishes and colors of the base shall match the architectural design of the building on the same site. In lieu of a monument base, any combination of landscaping of sufficient density and maturity at the time of planting may be used to achieve the same opacity as would have been achieved with the monument base.

C. **Tenant panels in freestanding signs.** All tenant panels in freestanding signs, including those added to existing sign structures, shall be constructed of the same materials and illuminated by the same method. Panels added to existing signs shall match the existing panels with respect to their color, materials, and illumination.

D. **Landscaping.** All freestanding and monument signs shall be landscaped around the base of the sign structure. Landscaping (e.g., ornamental trees, shrubs, and ornamental plants) shall meet the requirements for foundation landscaping as required by this Code.

E. **Wall signs.** Wall signs shall not be installed in a manner that detracts from the architectural design of a building. Wall signs shall not be installed over windows, doors, or other types of fenestration.

F. **Wall signs for multi-tenant developments.** Wall signs installed within a development having three or more tenant spaces shall be consistent with the uniform sign plan for the development. The uniform sign plan shall demonstrate that the signs will be consistent with each other with respect to size, materials, method of illumination and, for wall signs, method of attachment.

G. **Illumination of signs adjacent to single-family uses.** No wall or freestanding sign located within 50 feet of a property with a single-family use or zoned for a single-family use shall be internally illuminated.

H. **Three-dimensional signs.** A sign may be in the shape of a three-dimensional object or may include one or more three-dimensional extensions.

   1. Three-dimensional signs shall conform in all respects to the required height, area, location and numerical requirements of this section.
2. The area of a three-dimensional sign shall be determined by drawing a square, rectangle, parallelogram, triangle, circle or semi-circle, the sides of which touch the extreme points or edges of the projected image of the sign and multiplying that area by two. The "projected image" is that image created by tracing the largest possible two-dimensional outline of the sign.

3. The three-dimensional sign shall be located so that no sign or portion thereof is within a public pedestrian easement or extends beyond the property line of the premises on which such sign is located into the right-of-way unless the sign is attached to the face of the building and located at least eight feet above grade.

16.40.120.5.3 - Uniform sign plan required.

For any individual site or parcels subject to a common plan of development on which the owner(s) proposes to erect one or more signs requiring a permit, the owner shall, in addition to other information required to be provided in the sign permit application, submit two copies of a uniform sign plan for the site or parcels which contains the following information:

1. A plan of the site or parcels, drawn to scale, which shows the locations of buildings, parking lots, driveways, landscaped areas, adjoining streets and avenues, and the locations of all existing and proposed signs, including but not limited to signs exempt from permitting requirements;

2. A listing of existing and proposed sign types, the number of each existing and proposed sign type, the height of each existing and proposed sign, the area of each existing and proposed sign, and the maximum total area of all the existing and proposed signs;

3. Detailed drawings for each existing and proposed sign, indicating the dimensions, design, structure and location of each sign; provided that the message to be displayed on each sign shall not be required on such drawings. The drawings shall demonstrate a uniform plan for the signs with respect to the location and dimensions, materials, method of illumination and, for wall signs, the method of attachment;

4. Name, address, and telephone number of the person erecting the sign for which a permit is sought;

5. If the application is submitted by anyone other than the property owner, the application shall include or be accompanied by a written consent from the property owner indicating that the owner consents to the application, the uniform sign plan, and issuance of the permit;

6. Such other information as the POD may reasonably require to demonstrate full compliance with the requirements of this sign code and all other applicable ordinances of the City.

16.40.120.5.4 - Computation of dimensions.

A. Computation of sign area. See the definition of "sign area" in the definitions section, and specific provisions for measuring the area of sign types in this sign code. The following graphics are intended to provide assistance in measuring the sign area of signs:
B. Computation of sign height. See the definition of "height," in section 16.40.120.4, and specific provisions for measuring the height of certain sign types in this sign code.

C. Computation of visual clearance and sight triangle. To ensure adequate visibility at intersections sign placement shall comply with the requirements of the visibility at intersections section or the criteria of the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, whichever is the stricter.
### 16.40.120.5.5 Freestanding Signs - Requirements for Placement, Area, and Height

**Placement.**

1. The primary freestanding sign shall be installed within the yard abutting the roadway having the highest classification or use, regardless of which yard is defined as the legal front yard.
2. No more than one sign shall be installed within 25 feet of a street intersection. The first freestanding sign to be lawfully erected within 25 feet of an intersection shall preclude the erection of a second freestanding sign within 25 feet of an intersection.
3. The height shall be measured from the finished grade of the yard in which the sign is located to the top of the sign structure or sign. If the sign is on a parcel contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road.

**Setbacks.** Minimum setbacks for freestanding signs that are six feet in height or less.

1. Zero feet for signs that are six feet in height or less.
2. Three feet for signs that are ten feet in height or less, but greater than six feet in height.
3. Five feet for signs that are 15 feet in height or less, but greater than ten feet in height.
4. Ten feet for signs that are greater than 15 feet in height.
<table>
<thead>
<tr>
<th>Zoning District</th>
<th># Allowed¹</th>
<th>Maximum Sign Area</th>
<th>Max Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neighborhood, Planned Unit Development, and Mobile Home Districts (NT, NS, NSM, NMH, NPUD) (All uses except single-family and duplex uses.)</td>
<td>1</td>
<td>48 sq. feet per sign face</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Corridor Residential District (CRT, CRS) (All uses, except subdivision entrances, single-family, and duplex uses.)</td>
<td>1</td>
<td>48 sq. ft. per sign face. For a property in excess of 10 acres which has an approved master site plan, the first permitted freestanding sign in each yard shall not exceed 60 sq. ft. per sign face. All other permitted freestanding signs for each frontage shall not exceed 48 sq. ft. per sign face</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Corridor Commercial Traditional Districts (CCT) (All uses except subdivision entrances and single-family,</td>
<td>1 if the sign is greater than 8 ft. tall; 2 if all signs are 8 ft. in height or less and the</td>
<td>64 sq. ft. per sign face</td>
<td>15 ft.</td>
</tr>
</tbody>
</table>

¹ Signs for properties with multiple street frontages. For lots having more than one street frontage, one additional freestanding sign shall be allowed for each additional street frontage. The sign face area and height allowed shall be allowed for each additional street frontage. The sign face area and height allowed shall be a percentage of the primary sign face area and height based on the classification of the non-primary frontage roadway as shown on the future major streets map of the Comprehensive Plan, and as outlined in the table below:

<table>
<thead>
<tr>
<th>Nonprimary Frontage Classification</th>
<th>Percent of Primary Sign Face Area and Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arterial</td>
<td>100 percent</td>
</tr>
<tr>
<td>Collector</td>
<td>75 percent</td>
</tr>
<tr>
<td>All others</td>
<td>50 percent</td>
</tr>
</tbody>
</table>

16
<table>
<thead>
<tr>
<th>District Name</th>
<th>Sign Height and Number of Signs</th>
<th>Sign Area Requirements</th>
<th>Height Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Corridor Commercial Suburban Districts (CCS)</strong></td>
<td>1 if sign greater than 8 ft. tall; 2 if all signs are 8 ft. in height or less if property has minimum of 100 ft. of frontage</td>
<td>One square foot per linear foot up to a maximum of 64 sq. ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td><strong>Suburban Center Districts (RC, EC, IC)</strong></td>
<td>1 for signs greater than 10 ft. tall. 2 if all freestanding signs are 10 ft. in height or less; and with a minimum of 300 ft. of frontage</td>
<td>One square foot per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
<td>20 ft.</td>
</tr>
<tr>
<td><strong>Downtown Center (DC)</strong></td>
<td>1</td>
<td>One square foot per linear front foot up to a maximum of 48 sq. ft.</td>
<td>15 ft.</td>
</tr>
<tr>
<td><strong>Industrial Suburban District (IS)</strong></td>
<td>1 for signs greater than ten feet tall; 2 if all freestanding signs are ten ft. in height or less if a minimum of 300 ft. of frontage</td>
<td>One square foot per linear front foot up to a maximum of 150 ft.</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>
16.40.120.5.6 Wall Signs – Requirements for Placement, Area, and Height

**Placement** - (1) Signs shall be allowed on the primary building façade facing the abutting street of the highest classification or use; on each side of a building that faces other streets if the property has multiple street frontages; on any secondary building façade containing the main building entrance; or on any other building façade that has a fully finished architectural treatment matching other facades of the building, provided that the area of such signage shall be deducted from the maximum allowable area for all wall signs.  
(2) A wall sign may be permitted to extend over the right-of-way in all DC or CCT districts, provided that the City shall have approved a minor easement permit for the sign.  A projecting sign shall have a minimum clearance of 8 feet above the ground.  
(3) The height of a sign attached to a one-story building shall not exceed the allowable height of the building or the lowest part of the roof, whichever is lower.  For two-story buildings, wall signs shall be permitted on the same floor or fascia as the business to be identified.  Except as otherwise permitted by this sign code, no wall signs shall be permitted above the third floor.
<table>
<thead>
<tr>
<th>Zoning District</th>
<th># Allowed</th>
<th>Maximum Sign Area</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Neighborhood, Planned Unit Development, and Mobile Home Districts</strong> (NT, NS, NSM, NMH, NPU) (All uses except single-family, duplex and multifamily residential uses)</td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 48 sq. ft.</td>
</tr>
<tr>
<td><strong>Corridor Residential Districts</strong> (CRT, CRS) (All uses, except subdivision entrances and single-family, duplex and multi-family residential uses)</td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 48 sq. ft.</td>
</tr>
<tr>
<td><strong>Corridor Commercial Traditional Districts</strong> (CCT) (All uses except subdivision entrances and single-family, duplex and multi-family residential uses)</td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
</tr>
<tr>
<td><strong>Corridor Commercial Suburban Districts</strong> (CCS) (All uses, except subdivision)</td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for</td>
</tr>
</tbody>
</table>

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2 See note 1 above.
3 The maximum allowable area for wall signs shall be calculated using the front foot measurement along the building frontage. For lots having more than one street frontage, sign area calculations shall be allocated to each building facing an abutting street.
| Districts | Description | Sign Area
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Suburban Center Districts (RC, EC, IC)</strong></td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft.</td>
</tr>
<tr>
<td><strong>Downtown Center (DC)</strong></td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 square foot per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
</tr>
<tr>
<td><strong>Industrial Suburban District (IS)</strong></td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 square foot per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
</tr>
<tr>
<td><strong>Industrial Traditional District (IT)</strong></td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs.</td>
<td>1.75 square foot per linear front foot up to a maximum of 48 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
</tr>
<tr>
<td>residential uses</td>
<td>the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
<td></td>
</tr>
</tbody>
</table>
16.40.120.6 - SIGN TYPE SPECIFIC REGULATIONS

In addition to the regulations prescribed by this sign code generally, the following regulations for certain types of signs shall apply.

16.40.120.6.1 – District, Neighborhood, Subdivision entrances, and large multifamily uses.

A. The following types of signs shall be permitted for district, neighborhood and subdivision entrances and multifamily uses having ten or more units in any zoning district:

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>Up to two single-faced signs per entrance, one on each side of the entrance if the subdivision/development is located on both sides of the entry or one double-faced sign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td>24 sq. ft. per sign face; for properties with 100 or more ft. of frontage, an additional 12 sq. ft. per sign face shall be permitted for every additional 50 ft. of frontage up to a maximum of 72 sq. ft.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wall signs</th>
<th>Maximum height</th>
<th>10 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td>One wall sign may be substituted for one permitted freestanding sign. Sign area shall be the same as would be permitted for the freestanding sign</td>
<td></td>
</tr>
</tbody>
</table>

B. No district, neighborhood, subdivision, or multi-family development shall have more than four "entrances" for the purposes of this sign code. Such signs shall meet all sign visibility triangle requirements and be installed and maintained in a safe and neat manner and shall not conflict with the principal permitted use of the site or adjoining sites. The POD may approve signs at additional entrances based on the following criteria: overall size of the site, relationship between building setback and sign location, frontage, access and visibility of the site, intended and existing traffic circulation, hierarchy of signage, and consistency with any applicable neighborhood or special area plan.

C. Such signs shall be erected on privately-owned property. In the event there is insufficient land owned by a district, neighborhood or subdivision association, or multi-family development, developed or existing prior to 2019, the POD may approve the location of such sign in a city right-of-way or on city-owned property provided that such signs are otherwise in compliance with this Sign Code and will not obstruct the vision of motorists, bicyclists, or pedestrians, are installed and maintained in a safe and neat manner, will not conflict with the principal permitted use of the site or adjoining sites. A city right of way permit shall be obtained prior to the installation.
16.40.120.6.2 Awning signs (illuminated).

The sign area for signs integrated into an illuminated awning shall include the entire area of awning, unless the background color matches the background color of other awnings on the site, if any, and is part of a uniform sign plan for a multi-tenant building.

16.40.120.6.3 Digital or electronic message center signs.

Digital or electronic message center signs shall comply with the following regulations:

A. Location. Digital or electronic message center signs are permitted in all zoning districts subject to the following conditions:

   a. Digital or electronic message center signs are prohibited on a designated local landmark. Performing arts venues are exempt from this prohibition with approval of a Certificate of Appropriateness.

   b. Digital or electronic message center signs may not directly face a residential one- or two-unit property located within a neighborhood zoning district.

   c. Digital or electronic message center signs are prohibited from being inserted into, or added to, nonconforming signs. No variance to this prohibition may be granted and the POD shall not accept any variance application to this requirement.

   d. In neighborhood and corridor residential districts, digital or electronic message center signs shall only be allowed for nonresidential uses on properties with a minimum of 200 feet of street frontage and a minimum of 2.0 acres of land area.

B. Design. A digital or electronic message center sign shall be permitted only as an integral component of a freestanding sign or, to the extent permitted by these regulations, as an integral component of a building sign. A digital or electronic message center sign shall be compatible with the design of the primary sign structure, including width, depth and color of the cabinet.

C. Size. A digital or electronic message center sign shall comprise no more than 50 percent of the overall sign area of the sign structure and shall not, in any case, exceed 32 square feet in area.

D. Dwell time.

   a. Legislative findings and determinations. The recitals (whereas clauses) in Ordinance No. 117-H demonstrate a significant governmental interest and are hereby adopted as the legislative findings of the City of St. Petersburg and are incorporated into this sign code as if set forth in haec verba.

   b. Requirements. The dwell time, defined as the interval of change between each individual message, shall be at least one minute. Any change of message shall be completed instantaneously. There shall be no special effects between messages.

   c. Purpose. The longer minimum dwell time for digital or electronic message center signs that are not large facility signs or digital or electronic off-premise signs is intended to further the significant governmental interests of this sign code, as specified in Section 16.40.120.1 and this section, including uniformity, aesthetics, and safety, by reducing the density of signs with short dwell times and by minimizing the proliferation of signs with short dwell times throughout the City.

E. Images and messaging.

   a. Consecutive images and messages. Consecutive images and messages on a single digital or electronic changeable message sign face are prohibited when the second message answers a textual question posed on the prior slot, continues or completes a
sentence started on the prior slot, or continues or completes a story line started on the prior slot.

b. Static images and messages. The image or message shall be static. There shall be no animation, flashing, scintillating lighting, movement, or the varying of light intensity during the message. Messages or images shall not scroll and shall not give any appearance or optical illusion of movement.

F. Brightness.

a. Each sign shall have a light sensing device to adjust brightness or illuminance as ambient light conditions change in order to ensure that the message meets the following brightness standards. The maximum brightness shall be 0.2 foot candles and shall be measured using the following formula:

\[ \text{Measurement Distance} = \sqrt{\text{Area of EMC Sign Face (sq. ft.)} \times 100} \]

b. The sign face shall not display light that is of such intensity or brilliance to cause glare or otherwise impair the vision of a driver. No sign shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device. If there is a violation of this section the sign owner shall turn the sign off or show a "full black" image until the sign can be brought into compliance.

G. Default mechanism. The sign shall have a default mechanism or setting that will cause the sign to turn off or show a "full black" image if a visible malfunction or failure occurs.

H. Safety hazard. The sign shall not be configured to resemble a warning or danger signal. The sign shall not resemble or simulate any lights or official signage used to control traffic.

I. Sign at a place of public assembly. Digital or electronic message center signs at an arena, theater, or other place of public assembly on a site consisting of five acres or more:

a. May be attached to a wall or to a free standing sign, or both.

b. Shall not exceed 250 square feet per side. At such locations, a digital or electronic message center sign is not subject to the size limitations of subsection C of this section.

c. A digital or electronic message center sign is deemed to be an on premise sign but may also provide community, governmental and public information announcements.

d. No variances to this subsection may be granted and the POD shall not accept any variance application to this requirement.

J. Sign at large facility. Digital or electronic message center signs within large facility signs shall not exceed 50 percent of the overall sign area. At such locations, a digital or electronic message center sign is not subject to the size limitations of subsection C of this section.

K. Sign in neighborhood and corridor residential districts. Dwell time shall be at least 24 hours in neighborhood and corridor residential districts and shall be subject to all other requirements in this section. The display shall be limited to text on a black background.

L. Fines increased. Any person who violates any provision of this section shall be subject to the following fines:

a. $300.00 for the first violation.

b. $500.00 for all subsequent violations.

16.40.120.6.4 Flags.

A. A maximum of three flags per property shall be permitted on properties with lot frontages of 100 feet or less. One additional flag shall be permitted for each 100 feet or less of lot frontage:
thereafter. For example, a maximum of four flags shall be permitted for properties with lot
frontages greater than 100 feet up to 200 feet, and a maximum of five flags shall be permitted for
properties with lot frontages greater than 200 feet up to 300 feet.

B. Up to three flagpoles shall be permitted on any property with lot frontages of 100 feet or less.
One additional flagpole shall be permitted for each additional flag that is permitted on the property
under paragraph A of this subsection. For example, a property with lot frontages greater than 100
feet up to 200 feet would be permitted to have a maximum of four flags and a maximum of four
flagpoles.

C. The maximum vertical dimension of any flag displayed from a flagpole shall be 20 percent of
the height of the flagpole upon which the flag is displayed, or in the absence of a flagpole, 20
percent of the distance from the top of the flag to the ground.

16.40.120.6.5 Large facility signs.

Large facility signs for an arena, theater, or other place of public assembly on a site consisting of 20 acres
or more are permitted as follows:

A. A maximum of one large facility sign is permitted on the site.

B. Large facility signs may be either freestanding or wall signs.

C. The following types of display components shall be permitted as part of a large facility sign
and may be combined within any one sign face:

1. The dwell time, defined as the interval of change between each individual message,
   for digital or electronic message center signs shall be at least ten seconds. Flashing,
   chasing and scintillating lighting or operations are prohibited.

2. Tri-vision signs shall not exceed 35 percent of the overall sign area.

3. Internally illuminated or non-illuminated cabinets and letters.

D. Such signs shall be permitted only on sites that are contiguous to the interstate highway
rights-of-way. Such signs shall be installed adjacent to the interstate highway right-of-way and
shall be oriented toward the interstate highway right-of-way.

E. The area of such a large facility sign shall not exceed the otherwise allowable freestanding
and wall sign area not being utilized on the site. A large facility sign shall not exceed 1,700
square feet per side. Two-sided signs shall be permissible. No variances to the area limitations
may be granted and the POD shall not accept any application for an area limitation variance.

F. The bottom of the sign frame shall not extend more than 20 feet above the crown of the
interstate roadway surface closest to the sign, and the top of the sign shall not extend more than
60 feet above the crown of the interstate roadway surface closest to the sign.

G. The sign shall be setback a minimum of ten feet from all property lines or such greater
distance as may be required by Florida Department of Transportation.

H. No permit shall be issued for a large facility sign unless the sign is in compliance with the
requirements of this sign code and is included in, and consistent with, the uniform sign plan for
the site.

I. Prior to the issuance of a permit for a large facility sign the proposed sign and location thereof
shall be reviewed and approved by the Florida Department of Transportation for issues relating to
public safety and other issues that may be deemed relevant by that agency. Due to the
changeable message capabilities of the digital or electronic message center portion of the large
facility sign, prior to issuance of the permit for the sign, the operator of the sign shall enter into an
agreement with the City to provide for public service announcements on a regular basis. Such
announcements shall be provided regularly throughout the day and year and shall include
messages of significant public interest related to safety and traffic matters (e.g., Amber Alerts,
traffic hazards and congestion, hurricane evacuation notices, and traffic alerts or advisories) and messages related to City-sponsored and co-sponsored events. Messages shall be posted upon receipt of notice from the City or its designee and shall continue to be posted throughout the duration of the event in a manner designed to provide reasonable and effective notice of the event (such posting shall not be exclusive of other messages).

16.40.120.6.6 Signs for drive-through establishments.

There shall be not more than two signs per drive-through lane. Each sign shall not exceed 40 square feet and eight feet in height. No speaker shall be oriented to face a single-family residence or a district that permits a residential use, unless buffering is provided.

16.40.120.6.7 Off-premises signs.

A. **Number.** A maximum of one off-premises sign per zoned lot is permitted. No new off-premises sign may be erected upon any site upon which another building or structure has been erected on the site unless the building or structure is removed prior to or simultaneously with the erection of the sign. In such cases, after the erection of such sign, no other building or structure except a wall or fencing is permitted upon the zone lot and no building permit for any building or structure shall be issued which is contingent upon the removal of the sign, unless the owner of the property voluntarily elects to remove the sign.

B. **Lot area.** The sign shall be located on a lot or parcel having no less than 50 linear feet of frontage.

C. **Location.** Off-premises signs shall be allowed only on sites in the Corridor Commercial Traditional (CCT), Corridor Commercial Suburban (CCS), Employment Center (EC), Retail Center (RC), Institutional Center (IC), Industrial Suburban (IS) and Industrial Traditional (IT) zoning districts that are abutting the interstate or interstate feeders.

D. **Area.** The maximum area for an off-premises sign shall be 672 square feet per sign face. Two such sign faces may be mounted back to back on the same sign structure.

E. **Height.** The maximum height shall be 25 feet. If the sign is on a parcel contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road.

F. **Separation requirements.** Off-premises signs shall not be located within a radius of 1,500 feet of another such sign on or abutting interstate designated roadways (including feeders). Additionally, no off-premises sign shall be placed within 500 feet of residentially zoned property. Residentially-zoned property within the Interstate right-of-way shall be exempt from this spacing requirement.

G. **Setbacks.** The sign shall be set back behind the front, street side, and side yards required by the applicable zoning district regulations.

H. **Intergovernmental coordination.** In those locations at or in proximity to jurisdictional boundaries where inconsistent sign regulations would serve to undermine the purpose and intent of these regulations, the City may enter into an agreement to provide for the basis of regulation in such transition areas; provided, that the operative terms of any such agreement shall be incorporated into these regulations by adoption of an ordinance before such terms may take effect.

I. **Relocation.** A lawfully erected off-premises sign may be relocated upon the same site or to an adjoining site under the same ownership, provided that the sign after such relocation complies
with the requirements of this section. No variance from this requirement may be approved and the POD shall not accept any application for any such variance. This paragraph shall not apply when the owner of the land on which a lawfully erected sign is located is seeking to have the property redesignated on the City or countywide future land use map of the Comprehensive Plan for exclusively single-family residential use; in such instances, if the property is redesignated for such residential use, the sign shall be removed prior to the issuance of a permit for any residential building or structure.

J. Three-dimensional extensions. Off-premises signs may include one or more three-dimensional extensions. Each extension is permitted to project to a maximum depth of five feet beyond the surface of the sign face but not into any right-of-way. Three-dimensional extension(s) on any sign shall not exceed a total maximum area that exceeds 30 percent of the total sign face area. Each three-dimensional extension shall comply with the Florida Building Code and shall obtain a building permit if required.

16.40.120.7 Temporary signs.

All temporary signs must obtain a permit prior to installation or display, unless they are exempt signs.

1. Temporary signs, banners. Up to two banner signs per site or business shall be permitted in any zoning district, except at residential uses having ten dwelling units or less. The maximum area of each banner shall not exceed 48 square feet. The maximum period for display shall not exceed 30 days per permit.

2. Temporary signs, cold-air inflatable. One cold-air inflatable sign per site shall be permitted in commercial corridor, downtown, and suburban center districts. Signs attached to or integrated into inflatable devices shall not exceed 150 square feet. The actual inflatable device shall not exceed 25 feet in any dimension and shall be firmly attached to the ground. The maximum period for display shall not exceed ten days per permit.

3. Temporary signs, freestanding. One freestanding temporary sign per site shall be permitted in any zoning district except at residential uses having ten dwelling units or less. Such signs shall have a maximum height of eight feet and a maximum area of 48 square feet. The maximum period for display shall not exceed 30 days per permit.

4. Temporary signs, wind feather. In lieu of a temporary freestanding sign or a temporary banner, one wind feather sign per site or business shall be permitted in any zoning district except at residential uses having ten dwelling units or less. Such signs shall have a maximum height of 15 feet. The maximum period for display shall not exceed 30 days per permit.

5. Temporary signs, one-way frontage roads. Additional freestanding temporary signs shall be allowed on properties that front on one-way frontage roads, subject to all other provisions of this Code. A maximum of two temporary signs shall be permitted on properties with lot frontages of 100 feet or less. One additional temporary sign shall be permitted for each additional 100 feet or portion thereof of lot frontage (for example, a maximum of three temporary signs shall be permitted for properties with lot frontages more than 100 feet up to 200 feet, and a maximum of four temporary signs shall be permitted for properties with lot frontages more than 200 feet up to 300 feet). Such signs shall have a maximum height of eight feet and a maximum area of 48 square feet. These additional signs shall be permitted on weekends, holidays and twice a year for special events which not shall exceed seven days per permit.

6. Frequency. The use of any temporary signs shall be restricted to four times per calendar year per site, per business, regardless of the type of sign displayed unless greater restrictions are set forth herein for a temporary sign. A display of temporary signs may consist of any combination of the types of temporary signs listed above; provided, that the maximum period for displays of a sign type shall not be exceeded.

7. Temporary signs, DC and CCT zoning districts. One temporary sign shall be allowed for each business when placed on sidewalks in front of businesses within corridor commercial traditional
(CCT) and downtown center (DC) zoning districts for special events up to four times a year, for a maximum display period of no more than 72 hours per event. Such signs are not allowed within eight feet of the curb of the street. A minimum sidewalk clearance of five feet and a minimum vertical clearance of eight feet is required. Such signs shall not be tacked, nailed, posted, pasted, glued, or otherwise attached to a tree, pole, fence, public bench, street light pole. Permits may be issued to the special event sponsor (such permit shall include the boundary of the special event area, each business within the special event area shall be allowed one temporary sign) or to individual businesses.

16.40.120.8 Digital or electronic off-premise signs.

A. Digital or electronic off-premise signs shall only be allowed in conjunction with an approved enforceable agreement that provides for a reduction in the number of off-premise signs in the City, as authorized pursuant to F.S. § 70.20 (2009), of the Bert J. Harris, Jr. Private Property Rights Protection Act. The City may enter into such consensual agreements with sign owners for the removal, reconstruction, and construction of signs.

B. Upon completion of the demolition, removal, and disposal of any existing sign that is conforming or nonconforming under the Land Development Regulations and that is not replaced by a replacement sign as authorized in an agreement with the City in accordance with F.S. § 70.20, the property upon which the conforming or nonconforming sign was located shall no longer include off-premise signs as a permitted structure except as otherwise expressly authorized by such agreement with the City.

C. Prior to the issuance of a permit for a sign, the applicant shall provide a letter or other written documentation from the State of Florida stating that either the proposed sign is not subject to State regulation, complies with applicable State regulations, or will comply as proposed with applicable State regulations.

D. Digital or electronic off-premise signs shall be permitted, constructed, and operated in accordance with the following standards:

1. Locations. Digital or electronic off-premise signs shall only be allowed within 100 feet of the right-of-way of the interstate, including the downtown feeders. Digital or electronic off-premise signs are prohibited on the same site as a National Register or locally designated historic structure or within a National Register or locally designated historic district. Digital or electronic off-premise signs are prohibited within 500 feet of a National Register or locally designated historic structure, except where an interstate highway or feeder separates the digital or electronic off-premise sign from the National Register or locally designated historic structure. Digital or electronic off-premise signs are also prohibited within 500 feet of residentially zoned property as defined in this chapter. Distance requirements shall be measured from the leading edge of the digital or electronic sign face to the closest property line of the residentially zoned property.

2. Separation. Digital or electronic off-premise signs shall be spaced so that a driver cannot read more than one digital or electronic off-premise sign face at the same time, regardless of ownership. Digital or electronic off-premise signs shall be oriented to face traffic on the interstate or feeder right-of-way. A digital or electronic off-premise sign shall be at least 2,500 feet from any other digital or electronic off-premise sign facing the same direction on the same roadway, regardless of ownership. Such distance shall be measured along the centerline of the abutting roadway.

3. Size. The sign face of each sign shall not exceed 14 feet and 1½ inches in height and 48 feet and 2½ inches in width. The area of any border shall be included in the area of the sign face. Such a border shall be black, with no illumination and no writing or symbols other than the identification (name and/or logo) of the sign owner.

4. Height. The maximum height shall be 25 feet or the height of the existing static billboard that is being replaced, whichever is greater. The height of each existing static
billboard to be replaced with a digital or electronic off-premise sign shall be subject to verification by the City prior to the existing billboard being altered, demolished, removed, or converted. The maximum height shall be measured to the highest point of the sign or sign structure, including any border or extensions. If the sign is on a parcel contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road. Structures upon which digital or electronic off-premise signs will be located may be constructed or reconstructed, as applicable, to support and allow the incorporation of the digital or electronic off-premise signs. This includes permitting construction or reconstruction that meets the current building department standards of wind load and the building code.

5. The dwell time, defined as the interval of change between each individual message, shall be at least ten seconds. Any change of message shall be completed instantaneously. The dwell time shall not include the time required to change a message. There shall be no special effects between messages.

6. Consecutive messages on a single electronic changeable message sign face (digital slots) are prohibited when the second message answers a textual question posed on the prior slot, continues or completes a sentence started on the prior slot, or continues or completes a story line started on the prior slot. Nothing in this subsection shall prohibit consecutive messages by the same advertiser or consecutive messages for the same product provided that the second of such advertisements does not answer a textual question posed in the first advertisement, continue or complete a sentence started on the first advertisement, or continue or complete a story line started on the prior slot. For example, consecutive advertisements by a single grocery store advertising the same or multiple products are permitted provided that such advertisements do not answer textual questions, continue or complete a sentence from one slot to the next slot, or continue or complete a story line from one slot to the next slot.

7. The message shall be static. There shall be no animation, flashing, scintillating lighting, movement, or the varying of light intensity during the message. Messages shall not scroll and shall not give any appearance or optical illusion of movement.

8. Each sign shall have a light sensing device to adjust brightness as ambient light conditions change in order to insure that the message meets the following brightness standards. The maximum brightness shall be 0.3 foot candles above the ambient light measured 150 feet perpendicular from the face of a sign that is less than or equal to 300.0 square feet in area, 200 feet perpendicular from the face of a sign that is greater than 300.0 square feet in area but less than or equal to 378.0 square feet in area, and 250 feet perpendicular from the face of a sign that is greater than 378.0 square feet in area.

9. The sign face shall not display light that is of such intensity or brilliance to cause glare or otherwise impair the vision of a driver. No sign shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device. If there is a violation of this section the sign owner shall turn the sign off or show a "full black" image until the sign can be brought into compliance.

10. The sign shall have a default mechanism or setting that will cause the sign to turn off or show a "full black" image if a visible malfunction or failure occurs.

11. The sign shall not be configured to resemble a warning or danger signal. The sign shall not resemble or simulate any lights or official signage used to control traffic.
15. No variances may be granted that would alter any of the provisions of this Section and the POD shall not accept an application for such a variance.

E. Effect of Invalidity of Agreement or Ordinance

(a) If Section 16.40.120.9.A (providing for the permanent removal of a minimum of ten static off-premise signs in exchange for the conversion of one remaining sign face to a digital or electronic sign, with affected signs to be designated by agreement, and providing for public service and City-sponsored messages on the digital or electronic sign(s)) of this section is declared invalid, illegal, or unenforceable by a final court order from a court of competent jurisdiction, or

(b) any other portion of this section is declared invalid, illegal, or unenforceable by a final order from a court of competent jurisdiction and upon such court order becoming final and non-appealable, and such court order specifically requires the removal of any digital or electronic off-premise sign constructed in accordance with this section, then,

(c) If either of the occurrences specified by subsections (a) or (b) above occur then:

(i) the authorization for any digital or electronic off-premise sign allowed by this subsection and implemented through an agreement entered into pursuant to this section shall immediately be illegal and null and void;

(ii) any digital or electronic off-premise sign that has been constructed pursuant to this subsection of the City Code shall become illegal and, within 30 days of the expiration of the date the order becomes final and non-appealable, must be either demolished and removed at the expense of the sign owner or converted to a static sign at the expense of the sign owner;

(iii) any static off-premise signs that were removed in order to construct digital or electronic off-premise signs may be rebuilt, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and compliance with the Florida Building Code, and provided that the following conditions are met: (1) the only static off-premise signs that may be rebuilt are those on Federal Aid Primary (FAP) roadways; (2) if the court order described in this subsection becomes final and non-appealable within five years of the effective date of the ordinance codified in this section, the sign owner shall not rebuild more than 50 percent of the static off-premise signs previously removed under this section and associated agreements; (3) if the court order becomes final and appealable between five years and ten years after the effective date of the ordinance, the sign owner shall not rebuild more than 25 percent of the static off-premise signs previously removed under this section and associated agreements; (4) if the court order becomes final and appealable ten years or more after the effective date of the ordinance, the sign owner shall not rebuild any static off-premise sign previously removed under this section and associated agreements; and (5) any static off-premise sign rebuilt under this subsection shall be classified as a legally nonconforming off-premise sign; and

(iv) this subsection of the City Code shall become void and repealed.

F. This subsection (currently Section 16.40.120.9) shall terminate and be of no further force and effect as of the 20th anniversary of the effective date of the ordinance codified in this section (Ordinance No. 35-H, effective August 23, 2012). Any agreement entered into between the City and a sign owner pursuant to this subsection A of Section 16.40.120.9 and F.S. § 70.20 shall also terminate and be of no further force and effect as of the 20th anniversary of the effective date of the ordinance. On such 20th anniversary, the sign owner, at its own expense, (i) shall convert any digital or electronic off-premise signs into static off-premise signs, which shall be classified as legally nonconforming off-premise signs or (ii) shall demolish any digital or electronic off-premises signs, remove all debris from the properties upon which such signs are located, and dispose of
same in accordance with applicable regulations. The replacement of a digital sign face with a static sign face shall be deemed an acceptable improvement to or alteration of a nonconforming structure or use under this Code. The agreement shall remain in effect for the duration of the existence of the digital or electronic off-premise sign but, if its terms provide for expiration or termination, the agreement shall be deemed automatically extended until the sign is removed or a new agreement is in effect.

G. In connection with the City's issuance of a notice of violation or other process pursuant to Chapter 9 of the City Code, by which the City seeks to enforce the provisions of this section related to an alleged violation of the lighting standards, brightness standards, message sequencing, or minimum message dwell time standards established in this section, six hours shall be deemed a reasonable time for the owner or operator to cure a first-time alleged violation. Any time period in which the digital or electronic changeable message display is turned off while the owner or operator attempts to address or cure the alleged violation shall toll the running of the six-hour period. The fine for a violation of any provision of this section pertaining to a digital or electronic off-premise sign shall be not less than $1,000.00 per day for the first violation, $2,500.00 per day for the second violation, and $5,000.00 per day for the third and subsequent violations (this enhanced Code Enforcement Board fine is authorized pursuant to F.S.162.09(2)(d) and the Board shall use the criteria in subsection (2)(b) in determining such fine amount).

16.40.120.9 - Nonconforming signs.

A. Except as provided in this sign code, a sign shall not be erected, raised, moved, placed, reconstructed, extended, enlarged, or altered, unless in conformity with this sign code.

B. Nonconforming signs may be maintained or repaired. However, if a nonconforming sign is relocated or replaced, repaired or structurally altered by more than 25 percent of the replacement cost of the existing sign, the sign shall be made to conform to this sign code.

C. A building or site which is improved or redeveloped at a cost in excess of 50 percent of the assessed value of the existing building or site shall require any nonconforming sign which is located on or is part of such building or site to conform to this sign code.

16.40.120.10 - Exempt signs.

The following sign types are exempt from the permitting process and are exempt from other provisions of this sign code, but are not exempt from the requirements imposed by this subsection or from applicable requirements of the sign code relating to construction, illumination, placement, safety, and nonconformity, and are not exempt from other regulations related to public health, safety and welfare. Such sign types are not calculated as part of allowable freestanding or wall signs unless included as an integral component of a freestanding or wall sign.

A-frame signs. A-frame signs, when placed on sidewalks in front of businesses within corridor commercial traditional (CCT) and downtown center (DC) zoning districts, shall be allowed only for businesses that are situated in buildings that comply with the design criteria of the corridor commercial traditional (CCT) and downtown center (DC) zoning districts. No more than one such sign shall be allowed for each customer entrance to a business from the sidewalk. An A-frame sign may be displayed on the sidewalk only during hours of operation of the business. A minimum sidewalk clearance of five feet is required. For all other zoning districts one A-Frame sign shall be allowed to be placed upon the private property of the business. An A-frame sign shall not exceed four square feet per sign face and five feet in height. Such signs are not allowed within four feet of the curb of the street.

Artwork. Artwork, provided that all of the following criteria are met:
1. The artwork meets the definition of "artwork" in this sign code; and

2. If the artwork is to be located on a structure that is a designated historic landmark or within a designated historic district, such location shall require approval of a Certificate of Appropriateness as prescribed in the Code for the preservation of historic landmarks and historic districts.

**Banners, museums.** At a museum in a nonresidential zoning district, one banner may be allowed for every 50 feet of street frontage up to a maximum of five banners per street frontage. Each banner shall not exceed 240 square feet. Such banners shall not be included in the calculation of the total maximum area for wall or freestanding signs. Both ends of a banner shall be attached to the building.

**Banners, place of public assembly.** Banners at an arena, theater, or other place of public assembly on a site consisting of five acres or more with 1,900 or more fixed seats shall be allowed in addition to any other allowable signage. Any such banners shall comply with any applicable provisions of the Florida Building Code, St. Petersburg Fire Code, Florida Statutes (F.S. Ch. 479 Outdoor Advertising currently regulates banners within 660 feet from the interstate) and any other applicable laws. There is no limitation on the overall size of the banner. The banner shall not cover any character defining feature of the building, including but not limited to doors, windows, pilasters and other architectural features.

**Banners, street.** Banners which have been approved by the City through its street banner program within the public right-of-way shall be allowed as approved by the POD.

**Non-Electronic or Non-Digital changeable copy or changeable message on otherwise lawful signs.**

**Construction site, downtown.** For any project located within a downtown center district, in addition to any signs allowed by a construction site generally, signs of unlimited area may be attached to any fencing approved to surround or secure an active construction site, provided that such signs do not exceed eight feet in height. Such signs shall only be allowed when there is an open demolition or construction permit for the site upon which the project is to be constructed. If no building permit is required for the project, the sign may be displayed only during the period that work is in progress.

**Construction site, generally.** For any project, not including single family or multifamily projects consisting of four units or less (for these uses see Temporary Residential Signs, below), one sign not to exceed a total of 32 square feet per 100 linear feet of frontage and up to ten feet in height may be displayed from the time of site plan approval to issuance of the certificate of occupancy. If no building permit is required for the project, the sign may be displayed only during the period that work is in progress. One additional sign not to exceed a total of 32 square feet and up to ten feet in height and up to five signs not to exceed a total of eight square feet each, and up to five feet in height may be displayed only during the time from building permit application to issuance of the certificate of occupancy may be displayed only during the time from building permit issuance to issuance of the certificate of occupancy. If no building permit is required for the project, the signs may be displayed only during the period that work is in progress.

**Government and public signs.** Informational, directional and regulatory signs located within rights-of-way or on publicly-owned land that are installed by the City or other governmental signs installed with the approval of the City. Official regulatory or warning signs upon any body of water (river, bay, lake, or other body of water) within the limits of the City, informational or directional signs installed by the City or with the approval of the City upon any body of water within the limits of the City in connection with a water path or paddling trail. Such signs shall not exceed nine square feet unless a larger sign is required by law.

**Home occupation signs.** One sign shall be allowed for any address or premises which is the site of a lawful home occupation. The sign shall be a wall sign not exceeding four square feet. The sign shall not be internally illuminated. The sign shall have no text, numerals, symbols, logos or designs greater than eight inches in height.

**Human signs.** A business shall be allowed to use one human on premises sign provided that the human sign meets the following criteria.
(1) Human signs may only be displayed during the hours of operation of the business location that the human sign is advertising.

(2) Human signs shall operate only:
   a. On the private property of the business being advertised; or
   b. On the right-of-way adjacent to the private property of the business being advertised, provided that:
      1. If no sidewalk exists, the human sign shall be displayed a minimum of five feet from that portion of the street used for vehicular traffic lanes; or
      2. If a sidewalk exists, the human sign shall be displayed either a minimum of five feet from that portion of the street used for vehicular traffic lanes or anywhere on that portion of the sidewalk furthest away from the vehicular traffic lanes. Human signs shall not be displayed in parking spaces located on the street and shall not interfere with or prevent access to the sidewalk or right-of-way.

(3) Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a human sign. Human signs shall only be persons who stand or walk on the ground.

*Restaurant or Bar.* A maximum of one wall sign per business is exempt if the sign does not exceed four square feet and has no text, symbols, logos, or designs greater than eight inches in height. A maximum of one pedestal/sidewalk sign per business is exempt if the sign complies with the requirements for A-frame signs. Menu signs for drive-through establishments are not exempt; see sign type specific regulations, above.

*On-site directional, operational, access signs, minor.* Signs located adjacent to vehicular entrances, exits, drive-through lanes, loading, service, and other operational areas of commercial uses shall be allowed provided such signs do not exceed four square feet and four feet in height. On-site directional and directory signs for office/industrial parks, hospitals, colleges/universities, and regional shopping centers (more than 100,000 square feet) are not exempt and may be required by a uniform sign plan.

*Religious emblems.* Religious emblems or logos shall be allowed for any house of worship provided they are not an integral component of a freestanding or wall sign. If such emblem or logo is an integral component of a freestanding or wall sign, such freestanding or wall sign shall be subject to the permitting requirements and area and height restrictions otherwise applicable to the freestanding or wall sign.

*Signs that are required to be placed by Federal or State law or the City Code.*

*Temporary residential signs.* Up to five temporary signs shall be allowed on any lot where a single family or multifamily residential use of four units or less exists provided that such signs are located on private property and not within the visibility triangle at an intersection. Such signs shall be no more than four square feet and six feet in height or such smaller size if the size of the specific sign is limited by this subsection. Such signs shall not be illuminated. Such signs shall not be allowed to remain in a damaged condition or disrepair, including peeling or faded sign faces.

*Umbrella signs.* Signs printed on umbrellas used in the outdoor area of a restaurant or bar, sidewalk café or pushcart vendor. Umbrellas shall be made of lightweight fabric or similar material. No signs shall be attached or suspended from umbrellas.

*Under canopy signs.* One sign of up to four square feet for any business that is located at the street level and has a canopy. Signs shall have a minimum clearance of eight feet from the sidewalk to the lowest part of the sign. Canopies may be made of any material and, for the purposes of the exemption, must extend over a sidewalk to provide protection from the elements for pedestrians.

*Vehicle signs.* A sign or an advertising device attached to and within the normal unaltered lines of a vehicle of a licensed transit carrier (i.e., bus, trolley or taxicab), when and during that period of time said vehicle is regularly and customarily traversing or otherwise using a public right-of-way during the normal
course of business of the vehicle owner or lessee or the transit carrier, is exempt. Provided, however, that any such vehicle exhibiting a vehicles sign which is exempt under this sign code must comply with the parking regulations relating to commercial vehicles in this Chapter and Chapter 26. A single sign that is placed, and not permanently attached upon a single vehicle, camper, or trailer, at the residence of the owner, or boat where lawfully docked may be exempt under the residential temporary sign exemption.

Vending signs. Signs printed on devices that dispense merchandise shall be allowed, provided such signs do not extend beyond the surface of the device. Examples of such devices shall include, but not be limited to, newspaper stands, gasoline pumps, telephone booths, and vending machines.

Warning signs. A warning sign shall not exceed six square feet and six feet in height.

Waterside identification sign. One sign not exceeding 25 square feet per property which is located on a parcel greater than 2 acres and abutting one of the following water bodies, and which is only visible from the waters of the Gulf of Mexico, Tampa Bay, the Intracoastal Waterway or any other bays, rivers, lakes and waterways.

Wayfinding signs. Wayfinding signs are government signs within the right-of-way that provide individual names of destinations and minimal directions to their location for pedestrians. Such signage shall be allowed when it is a part of a districtwide directory sign program and shall include uniform design, dimensional, location and other standards.

Window signs, non-illuminated. The maximum cumulative area of non-illuminated signs in a window shall be 50 percent of the total window pane area. Window signs that are illuminated shall be included as part of the wall signage allowable for the site.

16.40.120.11 - Prohibited signs.

The following types of signs are prohibited except where such signs may be expressly allowed under this sign code:

Abandoned signs.

Banners, unless exempt or a permit has been issued for such banner as a temporary sign.

Bus shelter signs and bench signs except when approved by the City, pursuant to state statutes. A sign which identifies the transit company or its route schedule or map is not prohibited.

Cold air inflatables except as allowed for temporary signs in this section.

Damaged signs that exist in a damaged state for more than 90 consecutive days.

Lighting devices that project light or laser beams to form text, graphics, logos, or artwork upon streets, walkways, fences, sign structures, or exterior walls of buildings, and the text, graphics, logos or artwork projected by such lighting devices, except that text, graphics, logos or artwork may be projected against an exterior wall if the area of the wall occupied by such text, graphics, logos or artwork does not exceed the area of a wall sign that would be allowed, and such area together with existing wall signs does not exceed the number of wall signs allowed. Provided, however, that a permit shall be required prior to projecting such text, graphics, logos or artwork, and the applicant shall demonstrate that the lighting device, light, and laser beams to be utilized shall cause no threat to public health or safety, including but not limited to any risk of eye injury.

Off-premises signs, except those specifically allowed by this sign code.
Pavement markings, except official traffic control markings, markings authorized by any government agency having jurisdiction over a particular roadway, traffic control and parking markings on a private vehicular use area necessary for vehicular or pedestrian safety.

Pennants.

Portable signs, including but not limited to inflatable and other gas- or air-filled devices, unless otherwise specifically allowed by this Code.

Portable trailer signs.

Signs attached to or painted on piers, docks, posts, pilings, or seawalls, or any portion thereof, except official regulatory signs, signs specifically allowed by this Code, or warning signs.

Signs in or upon any body of water (river, bay, lake, or other body of water) within the limits of the City, except official regulatory or warning signs and informational or directional signs installed by the City or with the approval of the City in connection with a water path or paddling trail.

Signs that are a threat to public health or safety because of their condition or location.

Signs that are located within or project over rights-of-way, publicly-owned lands, or easements for the use of the City or public utility service providers, except government and public signs, signs located upon publicly owned property that is being actively leased to a private person or entity, and signs specifically allowed by this Code. Such prohibited signs shall include, but are not limited to, handbills, posters, advertisements, or notices that are attached in any way to or upon lampposts, telephone poles, utility poles, bridges, sidewalks, or are located on any other public property or improvements including the right of way. The person or business who owns or is advertised or identified on the sign, including candidates, shall be presumed to have permitted the placement of the sign in the absence of evidence to the contrary and may be cited for a violation of this section, and the person or business installing the sign is also in violation of this section.

Signs that emit light or reflect glare of such intensity, brilliance or duration as to impair the vision of any motorist, cyclist, or pedestrian using or entering a right of way.

Signs that simulate or contain a likeness of a traffic control device.

Signs that emit sound, vapor, bubbles, smoke, odor, particles, or gaseous matter.

Signs that have unshielded illuminating devices permitting a light bulb or other light source to be viewed with the naked eye from off the premises, except designated historic signs and signs otherwise specifically allowed by this sign code. Digital or electronic off-premise signs that are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited signs.

Signs that have blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction, except as specifically allowed in the supplementary regulations. Digital or electronic off-premise signs that are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited signs.

Signs that exist in a poorly maintained state for more than 60 consecutive days after the City has provided notice to the sign owner. Signs in a poorly maintained state include, but are not limited to, signs where the advertisement on the sign face is peeling or where such poorly maintained signs are an eyesore or contribute to blight. Such signs shall be prohibited even if they do not pose a risk of imminent collapse or constitute a threat to public health or safety.

Signs that move, revolve, twirl, rotate, or flash, including, but not limited to: animated signs, multiprism signs, and beacon lights except when required by the Federal Aviation Administration or other governmental agency. Tri-vision signs shall be permitted for large facility signs.
Signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or government sign, signal, or device.

Signs that present a potential traffic or pedestrian hazard, including signs that obstruct visibility.

Snipe signs. The placement of this prohibited sign is transient in nature and irreparable. The adoption of this prohibition shall be deemed notice of the violation. The person or business in possession or control of the snipe sign and the person or business who owns or is advertised or identified (by name, address or other contact information) on the sign may be cited immediately upon observation of the violation. The person or business who owns or is advertised or identified on the sign shall be presumed to have permitted the placement of the snipe sign in the absence of evidence to the contrary. The term "transient in nature" shall mean that a condition exists on a temporary, periodic, or non-permanent basis. The term "irreparable" shall mean the condition is incapable of being remedied, as the harm sought to be prevented has already occurred.

Streamers.

Vehicle signs. A sign attached to, constructed or placed on a vehicle which is not attached to and within the normal unaltered lines of a vehicle and which is parked on or otherwise utilizing a right-of-way, public property or private property so as to be viewed from a right-of-way for the purpose of attracting the attention of the traveling public to advertise a product or service or to direct people to the location of a business or activity, and which does not qualify as an exempt sign (see above), is prohibited. Car covers which are utilized as vehicle signs must comply with the regulations for tarped vehicles (currently, Sec. 8-201).

Any sign that is not specifically allowed by this sign code.

16.40.120.12 - Abandoned on-premises signs.

A. **Definition.** An on-premises sign becomes "abandoned" at the time any of the following conditions occur:

1. There has been no sign copy appearing on the sign face for a period of 90 consecutive days; or

2. The establishment which is on the same premises as the sign has ceased operation for 90 consecutive days. This definition excludes signs for seasonal uses, which are operated intermittently throughout the year, where business has not ceased operation on a permanent basis. A conforming on-premises sign associated with an establishment that has ceased operation shall not be deemed "abandoned" if the owner takes one of the actions in paragraph B.

   a. Evidence that an establishment has ceased operation for 90 consecutive days includes, but is not limited to, the following:

      1. No water and/or electric service to the establishment for a 90 consecutive day period;

      2. Expiration of the business tax certificate for at least 90 consecutive days prior without renewal;

      3. Personal documented observation of City code investigator(s) that establishment has ceased operation for a period of 90 consecutive days; or

      4. General community knowledge, as documented through going-out-of-business announcements, newspaper announcements, etc. showing
that the establishment has ceased operation for at least 90 consecutive days.

B. When an establishment ceases operation, the owner or lessee of the property shall within 90 days reuse the sign in conjunction with the ownership or operation of a new establishment on the property or take one of the following actions:

1. Paint over the message on the sign face that advertises the business or other activity of the establishment.
2. Remove the sign face and replace it with a blank sign face.
3. Reverse the sign face and not illuminate the sign face from the interior. The message of the sign face shall not be visible when the sign face is reversed.
4. Utilize the sign face to display the message, "this space available," or words of similar significance, and the name and telephone number of the owner or the owner's agent, while the premises are vacant. A sign that contains such a message and that otherwise complies with the requirements of this sign code shall be deemed an allowable temporary sign for which a permit shall not be required.

C. If a freestanding on-premises sign that is nonconforming as to height, sign area, or placement becomes "abandoned" under paragraph A. and remains abandoned for 12 consecutive months, such sign and sign structure shall be removed by the property owner at the owner's expense. If the owner fails to remove the sign and sign structure after notice by the City, the City shall have the right to remove the sign and sign structure by following the notification and assessment procedures for the demolition of structures, and the costs of such removal shall be paid by the owner and become a lien on the property superior to all other liens except taxes. No permit for any new sign on the site shall be issued until the abandoned sign is removed. This shall not be deemed to require the removal of a lawful existing off-premises sign.

D. If an existing building or structure is demolished, any existing freestanding on-premises signs that are nonconforming as to height, sign area, or placement shall be considered abandoned and shall be removed at the time of demolition. This shall not be deemed to require the removal of a lawful existing off-premises sign.

16.40.120.13 - Signs of historic significance.

A. Purpose. The signs of historic significance regulations are intended:

1. To provide for the preservation of the City of St. Petersburg's unique character, history, and identity, as reflected in its historic and iconic signs; and
2. To preserve the sense of place that exists within the Central Business District and in areas of the City with concentrations of surviving historic signs; and
3. To protect the community from inappropriate reuse of nonconforming and/or illegal signs while ensuring that the signs are safe and well maintained; and
4. To prevent the unintentional loss of individual signs with historic or unique characteristics and, where possible, to provide a means for their retention and restoration; and
5. To allow the owner the flexibility to preserve historic and vintage signs. This classification does not preclude owners from removing these signs. The regulations of this section apply only to signs included in the City's inventory of signs of historic significance as set forth below.

B. Criteria for identification of a sign of historic significance.
1. The Community Preservation Commission (the Commission) shall establish and maintain an inventory of signs of historic significance.

2. A proposed sign of historic significance shall comply with the following criteria.
   a. Technical criteria:
      1. The sign shall have been installed at least 40 years prior to the date of application;
      2. The sign is an example of technology, craftsmanship or design of the period when it was constructed;
      3. The sign uses historic sign materials or means of illumination such as exposed integral incandescent lighting, or exposed neon lighting;
      4. The sign may include, but is not limited to, a freestanding sign, a projecting sign, a roof sign, a painted building sign, or a sign integral to the building's design (fascia sign) or any other type of sign that was permitted on the property;
      5. The sign is structurally safe or can be made safe without substantially altering its historical appearance; and
      6. The sign retains the majority of its character-defining features (materials, technologies, structure, colors, shapes, symbols, text, typography, and/or artwork) that have historical significance, that are integral to the overall sign design, or convey historical or regional context. If character-defining features have been altered or removed, the majority of these features must be able to be restored to their historic function and appearance.
   b. Cultural/historical/design criteria:
      1. The sign exemplifies the cultural, economic, and historic heritage of the City;
      2. The sign exhibits extraordinary aesthetic quality, creativity or innovation; or
      3. The sign is unique, was originally associated with a local business or local or regional chain, there is academic research, including but not limited to sign industry journals, articles or books to support its significance, or it is a surviving example of a once common sign type that is no longer common.

C. Process for including a sign in the inventory of signs of historic significance.

1. Application for inclusion in the inventory of signs of historic significance may be made by the property owner having control over a sign or may be initiated by the City.

2. Within 30 days of submittal of an application, the POD shall determine if the application is complete and if the sign meets the applicable criteria for classification, and shall notify the property owner in writing whether or not the sign is eligible for classification as a sign of historic significance.

3. If the POD determines that the sign is not eligible for classification, the property owner may appeal the decision to the Commission by following the procedures for appeals in the application and procedures section. The Commission shall review the application at a public hearing after providing notice as required in the application and procedures section.

4. If the POD determines that the sign is eligible for classification, the POD shall prepare an inventory report within 45 days of the determination of eligibility, which shall
identify how the sign meets the applicable criteria, and schedule a public hearing before the Commission after providing notice as required in the application and procedures section. The report shall include the legal description of the property on which the sign is located.

5. After the public hearing, the Commission shall approve, approve with conditions, or deny the request. The decision by the Commission shall be final unless timely appealed to the City Council as provided in this Chapter.

6. Notice of the inclusion on the inventory of signs of historic significance shall be mailed to the property owner.

7. Any notice required to be mailed by this section regarding signs of historic significance is only required to be mailed to the property owner and not property owners within 200 feet.

D. Exemptions, replica signs.

1. Classification as a sign of historic significance does not require a certificate of appropriateness for changes to the sign or demolition of the sign.

2. Signs classified as a sign of historic significance are exempt from the sign regulations regarding height, area, and location as set forth in the sign code.

3. Signs of historic significance that are nonconforming as to size, height, or location are exempt from the regulations governing nonconforming signs and abandoned signs. However, changes to the sign may not increase the nonconformity unless a variance is approved by the Commission.

4. A sign of historic significance may be repaired, restored, and/or adaptively reused if there is sufficient surviving original material or sufficient historical documentation (photographs, postcards, permits, or other records) as determined by the POD on which to base the repair, restoration or adaptive reuse. A permit is required before a sign may be repaired, restored, and/or adaptively reused. The property owner may file an application for a permit with the POD. The POD shall review the application for compliance with this section. Upon issuance of the permit, an existing sign of historic significance may then be repaired, restored, or rehabilitated either in place, or off-site, and then re-erected on site as set forth in subsection E. (subject to receipt of any required building permit). If the POD denies the permit application, the property owner or applicant may appeal the decision to the Commission. The decision by the Commission shall be final unless appealed to the City Council.

5. A sign of historic significance may be repaired or restored to any past appearance prior to 40 years before the date of the application. If the owner of a sign of historic significance provides documentation or physical evidence that the original design included intermittent lighting features (e.g., flashing, blinking, chasing or sequentially lit elements which create the appearance of movement) or moving parts, those sign elements may be repaired and restored and shall be exempt from those prohibitions in the sign code.

6. A sign of historic significance that will be adaptively reused must retain, repair, or restore the majority of the character-defining features (e.g., materials, technologies, structure, colors, shapes, symbols, text, typography and/or artwork) that have historical significance, or are integral to the overall design of the sign, or convey historical or regional context.

Changes to character-defining text (size, font, coloration) are not allowed. Any text that is not character defining can be changed. Changes to non-character defining text must either match or be compatible with the character defining text, or the text being replaced, in terms of materials, letter size, font, and color.
7. A replica sign is permissible when based on sufficient historical documentation of the sign and its location. The sign to be replicated must have been originally installed at least 40 years prior to the date of application. In order to construct a replica sign, the sign being replicated must be a sign of historic significance. A replica sign shall meet the same criteria, reviews and processes as a sign of historic significance. A sign can be replicated only once. Replicas of replicas are not permitted. A replica sign must use historical materials and technologies, or use contemporary materials and technologies that visually match historical ones. Replica signs shall only be allowed on the property on which the sign of historic significance was originally erected and shall not be relocated. Variances to height and area shall not be required if the original height and area can be verified; however, the replica sign must meet setback requirements unless a variance is granted by the Commission.

8. A permit is required before a sign may be replicated. The property owner may file an application for a replication permit with the POD. The POD shall review the application for compliance with this section. A replica sign shall meet the same criteria, reviews and processes as a sign of historic significance. Upon issuance of the permit, the sign of historic significance may be replicated. If the POD denies the permit application, the property owner may appeal the decision to the Commission. The decision by the Commission shall be final unless appealed to the City Council.

E. Guidelines for relocating a sign of historic significance. If the current location of a sign of historic significance prevents desired development, the sign may be relocated to another site to ensure preservation. Signs removed from their original location may be stored elsewhere before relocation.

1. A sign of historic significance may be relocated as follows:
   a. To another location on the same property;
   b. To another location that houses the same or similar business;
   c. To areas of similar character as the present location; or
   d. To the original location.

2. A sign of historic significance shall not be relocated to NT or NS zoned property.

3. All relocations are subject to the following:
   a. The sign shall meet the required sign setbacks of the zoning district in which it is relocated or the required setback for the principal structure, whichever is less.
   b. Projecting signs that project into the right-of-way shall have the required incidental architectural details contained in Chapter 25 and shall follow the sign permitting process.

4. If relocated to another property, the sign of historic significance shall contain text on the sign face or display a plaque that indicates that the sign has been relocated, the date of relocation, and the original location.

5. A permit is required before a sign may be relocated. The property owner may file an application for a relocation permit with the POD. The POD shall review the application for compliance with this section. Upon issuance of the permit, the sign of historic significance may be relocated. If the POD denies the permit application, the property owner may appeal the decision to the Commission. The decision by the Commission shall be final unless appealed to the City Council.

F. Sign calculations for a sign of historic significance. A sign of historic significance (whether relocated or not) and a replica sign shall not count against the total allowable sign area allowed for the property and shall not count against the number of signs allowed for the property.
G. Demolition of a sign of historic significance. Classification as a sign of historic significance does not prevent the owner from demolishing the sign. Demolition is subject to a 30-day waiting period, which begins upon the date of the application for a demolition permit, to facilitate relocation of the sign. The sign owner shall allow reasonable access to the sign to facilitate any possible documentation of the sign. The sign owner shall allow reasonable access to the sign for removal of all or part of a sign of historic significance from the property by a third party for reuse at a different location. If all or part of a sign is relocated to another property in the City, the guidelines for relocating a sign of historic significance contained in this section shall apply.

Section 2. Coding: Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

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

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

APPROVED AS TO FORM AND SUBSTANCE:

[Signature] 5.23.19

PLANNING & DEVELOPMENT SERVICES DEPARTMENT  DATE

[Signature] 5.23.19

ASSISTANT CITY ATTORNEY  DATE
DEVELOPMENT REVIEW COMMISSION

Prepared by the Planning & Development Services Department

For Public Hearing on Wednesday, April 3, 2019
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LDR 2019-03
Text Amendment: Sign 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 respond to the Supreme Court's decision in Reed v. Town of Gilbert regarding the impermissibly content based sign standards and to reorganize and renumber the code for customer usability.

APPLICANT INFORMATION

APPLICANT: City of St. Petersburg
175 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) reviewed and discussed the updates for the sign code. During the meeting of March 14th, questions were asked concerning enforcement of the current code, applicability and the Pier District. It was determined at the PSI that a Committee of the Whole (COW) would be scheduled on April 25th to discuss further.

DEVELOPMENT REVIEW COMMISSION

A workshop was held before the Development Review Commission on March 6, 2019.

STAFF ANALYSIS

Background

Current sign standards for the location, size, spacing and design of signs are found in the Use Specific Development Standards Code Section (16.40.120) and are limited to any sign displayed, erected, or visible within the City.

- The key changes to the sign code are as follows: Nearly all sections have been reorganized and renumbered to be friendlier to online searches through Municode. The new system will make it easier for staff and the public to locate regulations responsive to the particular question or situation. The new order will generally be as follows:
  - General provisions, purpose, and definitions
  - Requirements for all signs
  - Zoning specific regulations
  - Regulations particular to a sign type
  - Non-conforming signs
  - Exemptions
  - Prohibited Signs
  - Abandoned Signs
  - Historic signs
- Eliminated around ten definitions which were found to be impermissibly content based in light of the Supreme Court’s decision in Reed v. Town of Gilbert. Several other definitions were amended to conform to Reed or just generally to enhance clarity to the reader. Example: Flags & banners
- Changed the date of non-conformity for grandfathering purposes from 1992 to 2008
- Existing nine zoning related charts were combined into two master charts for freestanding and wall signs. Former Section 16.40.120.17 requirements were added to the chart also in attempt to group related regulations into the same section.
  - City believes this will organization will better showcase the tiered review that occurs with sign applications: general requirements ➔ zoning ➔ specific regulations based on the type of sign requested
• District, neighborhood and subdivision entrances. Previous exemption for Neighborhood & District signs (6 s.f. and 6 ft in height) eliminated, New language added to code provides up to two single face signs per entrance, 24 s.f., 10-ft in height to address requests for these types of signs and “branding”; anticipates future plans and grandfathers existing examples.
• No changes beyond section #s to electronic messaging centers, off premises, and digital off premises signs. Specific findings made to the ordinance referencing the same and that this recodification shall have no effect on current contracts or future agreements with billboard companies.
• Language added to clearly state that temporary signs (unless exempt) require permits prior to installation/display
  ○
• Eliminates exempt signs that are content based in light of the Supreme Court’s decision in Reed v. Town of Gilbert (Commemorative, Employment, Free Speech, Garage or Yard Sale, Identification, Menu, Political, Real Estate) and provides for additional temporary residential signs instead, up to 5 temporary signs on single or multi-family lot with 4 units or less, 4 s.f. in area, 6 ft in height

**Consistency and Compatibility (with Comprehensive Plan)**

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

1.3.2.2:
The policies of this Comprehensive Plan supersede all conflicting provisions contained in existing land development regulations, as of the effective date of this Comprehensive Plan. Development order review and approval may, however, proceed pursuant to the provisions contained in the existing land development regulations where consistent with the policies of this Comprehensive Plan.

Policy:

1.1/8.1
Pursuant to the requirements of Section 163.3202 F.S. the land development regulations (Chapter 16, City Code of Ordinances) will be amended, as necessary, to ensure consistency with the goals, objectives and policies of the Comprehensive Plan.

**PROPOSED TEXT AMENDMENTS**

The draft ordinance is attached along with the previous code language. As stated, the changes that were made to Chapter 16 completely re-organized the chapter, therefore an underline strikethrough format was not provided.

Attached: Sign Code, current
Sign Code proposed
PSI Meeting Minutes – March 14, 2019
HOUSINGAFFORDABILITY 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

3-28-19 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
ATTACHMENT #1:

SIGN CODE (CURRENT)
SECTION 16.40.120. - SIGN CODE

Footnotes:

-- (15) --


16.40.120.1. - Purpose and findings.

This section shall be known as the sign code and establishes standards for the location, size, spacing and design of signs. These standards are content-neutral and regulate only the form, not the content, of signs. Each regulation serves a significant governmental interest by furthering the purposes of this sign code. The City finds and determines that the following situations existed in the City and in the county prior to the adoption of this sign code on February 6, 1992, and that these conditions would occur without the regulations established in this revised sign code:

1. Inadequate sign regulation in the City;
2. Lack of attention to the relationship between proper sign regulation and the economic and other effects on the community;
3. Visual distraction and potential safety hazards posed to movement of pedestrian and vehicular traffic on public rights-of-way; and
4. Failure to consider signs as an integral component of the urban landscape.

In order to address these issues, the City finds and determines that the most effective, efficient and equitable approach is the implementation of a system of sign regulation which shall serve as a minimum norm or standard.

The purpose of this sign code is to establish minimum standards for an orderly system of signs and improve the quality of sign regulation in the City in a manner that contributes to the economic well-being, visual appearance, safety, and overall quality of life in the City. In particular, it is the purpose of this sign code to further the following objectives, taking into consideration that the mix of densities and intensities of different uses in each zoning district, the aesthetics of each zoning district, and the speed limits of abutting traffic may require different regulations to ensure that these purposes are met in each zoning district:

To establish a comprehensive system of sign regulation that addresses the full spectrum of principal sign considerations on a uniform basis;

To establish a system of sign regulation that gives special recognition to protecting the aesthetic and scenic beauty of the City and the natural characteristics and visual attractiveness that are essential to the economy and cultural development of the City;

To establish the minimum standards necessary to reduce the visual distraction and safety hazards created by sign proliferation along the public rights-of-way; and

To recognize the significance of signs and appropriate uniform regulation thereof as a component of community appearance and character in the City.

(Code 1992, § 16.40.120.1; Ord. No. 117-H, § 2. 7-24-2014)

16.40.120.2. - Applicability.

This sign code applies to any sign displayed, erected, or visible within the City.

(Code 1992, § 16.40.120.2)
16.40.120.3 - Generally.

A. It is the intent of the City Council to regulate signs consistent with the zoning designation which establishes the character of the area in which the signs are located.

B. All new signs shall comply with all applicable building and electrical code requirements, design requirements, and other applicable requirements.

C. The replacement of a sign face in a lawful sign structure with a sign face of equal size and material shall not require a permit, provided that the sign structure complies with all applicable Florida Building Code, electrical code, and design requirements of this sign code.

D. All signs shall be consistent with a uniform sign plan for multi-tenant structures or developments where a uniform sign plan is required.

E. All signs shall comply with design requirements where required by this sign code.

F. No person shall install, erect or create any sign without first obtaining a permit for the sign, except for exempt signs and prohibited signs, and except as may otherwise be provided specifically. No person who has obtained a permit for a sign shall install, erect or create a sign except in compliance with the terms of this sign code and any conditions or restrictions that may have been imposed upon the issuance of the permit. Any person who commences such work shall prosecute the work to completion, pass the final inspection, and obtain a certificate of occupancy for such work. Work commenced under a permit which expires before the work is completed shall be deemed to be work done without a permit. It shall be unlawful for any property owner to allow any uncompleted work to remain on property owned by such owner if the work was commenced prior to the issuance of a permit for the work and a permit has not been obtained for the work, or if a permit for such work was obtained but expired prior to completion and final inspection of the work and the permit has not been re-issued.

(Code 1992, § 16.40.120.3)

16.40.120.3.1 - No content restrictions.

It is the intent of the City Council that protection of First Amendment rights shall be afforded by this sign code. Accordingly, any sign, display, or device allowed under this sign code may contain, in lieu of any other copy, any otherwise lawful noncommercial message that does not direct attention to a business operated for profit, or to a commodity or service for sale, and that complies with applicable size, lighting, dimension, design, spacing, and permitting requirements of this sign code.

(Code 1992, § 16.40.120.3.1)

16.40.120.3.2 - Exempt signs.

The following sign types are exempt from the permitting process and are exempt from other provisions of this sign code, but are not exempt from the requirements imposed by this subsection or from applicable requirements of the sign code relating to construction, illumination, placement, safety, and nonconformity, and are not exempt from other regulations related to public health, safety and welfare. Such sign types are not calculated as part of allowable freestanding or wall signs unless included as an integral component of a freestanding or wall sign.

Address numbers. The address numbers shall be at least four inches in height, in Arabic numerals and of contrasting color to background and displayed on the front of the structure.

A-frame signs. A-frame signs, when placed on sidewalks in front of businesses within corridor commercial traditional (CCT) and downtown center (DC) zoning districts, shall be allowed only for businesses that are situated in buildings that comply with the design criteria of the corridor commercial traditional (CCT) and downtown center (DC) zoning districts. No more than one such sign shall be allowed for each customer entrance to a business from the sidewalk. An A-frame sign may be displayed on the sidewalk only during hours of operation of the business.
An A-frame sign shall not exceed four square feet and five feet in height. Such signs are not allowed within four feet of the curb of the street. A minimum sidewalk clearance of four feet shall be required.

**Artwork.** Artwork, provided that all of the following criteria are met:

1. The artwork meets the definition of “artwork” in this sign code; and
2. If the artwork is to be located on a structure that is a designated historic landmark or within a designated historic district, such location shall require approval of a certificate of appropriateness as prescribed in the Code for the preservation of historic landmarks and historic districts.

**Banners, museums.** At a museum in a nonresidential zoning district, one banner may be allowed for every 50 feet of street frontage up to a maximum of three banners per street frontage. Each banner shall not exceed 240 square feet. Such banners shall not be included in the calculation of the total maximum area for wall or freestanding signs. Both ends of a banner shall be attached to the building.

**Banners, place of public assembly.** Banners at an arena, theater, or other place of public assembly on a site consisting of five acres or more with 1,900 or more fixed seats shall be allowed in addition to any other allowable signage. Such banners may include the name and logo(s) of the primary user of the facility. A company or corporate logo or name of any entity with a business location on the site, other than the primary user, may be allowed, provided that such logo(s) or text shall be limited to no more than ten percent of the overall graphic area and shall be located in the lower 20 percent of the banner. Any such banners shall comply with any applicable provisions of the Florida Building Code, St. Petersburg Fire Code, Florida Statutes (F.S. Ch. 479 Outdoor Advertising currently regulates banners within 660 feet from the interstate) and any other applicable laws. There is no limitation on the overall size of the banner. The banner shall not cover any character defining feature of the building, including but not limited to doors, windows, pilasters and other architectural features.

**Banners, street.** City banners within the public right-of-way shall be allowed as approved by the POD.

**Changeable copy or changeable message on lawful signs.**

**Commemorative and historic signs.**

**Construction/contractor signs, downtown.** For any project located within the downtown center district, construction/contractor signs of unlimited area may be attached to any fencing approved to surround or secure an active construction site, provided that such signs do not exceed eight feet in height. Such signs shall only be allowed when there is an open demolition or construction permit for the site upon which the project is to be constructed. If no building permit is required for the project, the sign may be displayed only during the period that work is in progress.

**Construction/contractor signs, general contractor.** One construction/contractor sign not to exceed a total of 32 square feet and up to ten feet in height may be displayed only during the time from building permit application to issuance of the certificate of occupancy. If no building permit is required for the project, the sign may be displayed only during the period that work is in progress.

**Construction/contractor signs, subcontractor.** Up to five construction/contractor signs not to exceed a total of eight square feet each, and up to five feet in height for any subcontractor who is approved for work in concert with a building permit may be displayed only during the time from building permit application to issuance of the certificate of occupancy. If no building permit is required for the project, the sign may be displayed only during the period that work is in progress.

**Construction signs, project.** One construction sign not to exceed a total of 32 square feet per 100 linear feet of frontage and up to ten feet in height may be displayed from the time of site plan approval to issuance of the certificate of occupancy. If no building permit is required for the project, the sign may be displayed only during the period that work is in progress.

**Employment signs.** One employment sign shall be allowed for each business on a property. Such signs shall not exceed six square feet and four feet in height.

**Flags.** Flags, where allowed; see supplementary sign regulations, below.
Free speech signs. One free speech sign shall be allowed on any lot where a residential use exists provided that such sign is located on private property and not within the visibility triangle at an intersection. The sign shall be no more than 12 square feet and six feet in height.

Free-speech signs held or worn by a person and not attached to any pole or other object affixed to the ground.

Garage or yard sale signs. Garage or yard sale signs are allowed only on the site where the sale takes place. One garage or yard sale sign is allowed on each site and shall not exceed four square feet.

Government and public signs. Informational, directional and regulatory signs located within rights-of-way or on publicly-owned land that are installed by the City or other governmental signs installed with the approval of the City. Official regulatory or warning signs upon any body of water (river, bay, lake, or other body of water) within the limits of the City, informational or directional signs installed by the City or with the approval of the City upon any body of water within the limits of the City in connection with a water path or paddling trail. Such signs shall not exceed nine square feet unless a larger sign is required by law. Directional signs may include wayfinding signs.

Home occupation signs. One home occupation sign shall be allowed for any address or premises which is the site of a lawful home occupation. The sign shall be a wall sign not exceeding four square feet. The sign shall not be internally illuminated. The sign shall have no text, numerals, symbols, logos or designs greater than eight inches in height.

Human signs. A business shall be allowed to use one human sign to advertise the products, programs, or services offered by the business provided that the human sign meets the following criteria:

1. Human signs may only be displayed during the hours of operation of the business location that the human sign is advertising.

2. Human signs shall operate only:
   a. On the private property of the business being advertised; or
   b. On the right-of-way adjacent to the private property of the business being advertised, provided that:
      1. If no sidewalk exists, the human sign shall be displayed a minimum of five feet from that portion of the street used for vehicular traffic lanes; or
      2. If a sidewalk exists, the human sign shall be displayed either a minimum of five feet from that portion of the street used for vehicular traffic lanes or anywhere on that portion of the sidewalk furthest away from the vehicular traffic lanes. Human signs shall not be displayed in parking spaces located on the street and shall not interfere with or prevent access to the sidewalk or right-of-way.

3. Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a human sign. Human signs shall only be persons who stand or walk on the ground.

Identification signs. One identification sign shall be allowed per business if the sign is attached, has a sign face which does not exceed two square feet, and has no text, numerals, symbols, logos, or designs greater than eight inches in height.

Menu signs, pedestal/sidewalk. A maximum of one sign per business is exempt if the sign complies with the requirements for A-frame signs. Menu signs for drive-through establishments are not exempt; see supplementary sign regulations, below.

Menu signs, wall-mounted. A maximum of one sign per business is exempt if the sign does not exceed four square feet and has no text, symbols, logos, or designs greater than eight inches in height. Menu signs for drive-through establishments are not exempt; see supplementary sign regulations, below.

Neighborhood and business recognition signs. Such signs shall be allowed for properties that are recognized by a neighborhood or business association as part of a regular program pursuant to a neighborhood or business plan which has been accepted by the City. Such signs shall not exceed six square feet and six feet in height.
On-site directional signs, minor. Signs that identify entrances, exits, drive-through lanes, loading, service, and other operational areas shall be allowed provided such signs do not exceed four square feet and four feet in height. Business names and logos shall not comprise more than 50 percent of the sign area. Such signs shall be permanently installed. On-site directional and directory signs for office/industrial parks, hospitals, colleges/universities, and regional shopping centers (more than 100,000 square feet) are not exempt; see supplementary sign regulations, below.

Political signs.

1. A political sign in a residential district shall not exceed six square feet and signs in nonresidential districts shall not exceed 32 square feet. The sign shall not be illuminated. The sign placement shall have the consent of the property owner. A political sign is prohibited in the right-of-way. Regardless of who installed the sign, the property owner and tenant, if any, shall be responsible for compliance of their property and the adjacent right-of-way with these regulations. Nothing herein shall be construed to restrict the ability of the property owner and tenant to remove signs from their private property and the adjacent right-of-way.

2. No more than one political sign per candidate or issue shall be placed on a lot unless it is a lot having more than one street frontage, in which case additional signs per candidate or issue may be placed so long as there is no more than one sign per street frontage.

3. Political signs on private property or in the right-of-way shall not exceed eight feet in height. A political sign shall be located a minimum of six feet from the curb or the edge of the pavement where no sidewalk exists or, where a sidewalk exists, anywhere on the side of the sidewalk away from the street. Where there is no pavement, the signs shall be a minimum of six feet from the edge of the portion of the road used for vehicular traffic and, where a sidewalk exists, anywhere on the side of the sidewalk away from the street. No part of any sign shall be located on or extend over any portion of a sidewalk.

4. Any person wishing to place a sign or signs within a public right-of-way shall execute and file with the City Clerk a hold harmless agreement stating that, in consideration of the privilege of placing a sign or signs within the public right-of-way, the person agrees to defend and hold the City and its officers, agents and employees harmless from any and all claims, liability, costs and expenses, including attorney's fees, arising from the existence of or erection of the sign or signs. The agreement shall be filed prior to the erection of any such sign. Political signs found within the public right-of-way for which an executed hold harmless agreement has not been filed with the City Clerk shall be subject to removal and destruction without notice.

5. Political signs shall be removed not later than one week after the election. A political sign remaining on display more than one week after the election shall be deemed a free-speech sign, subject to the restrictions on the placement of such signs.

6. Exception for polling places on election day. On the day of an election, between the hours of 4:00 a.m. and 7:00 p.m., political signs not exceeding six square feet may be placed in the right-of-way abutting any polling place between the curb or edge of pavement and sidewalk. Each candidate or issue may have two signs for each street side at each polling place.

No part of any sign shall be placed within four feet of any part of another sign and no part of the sign shall be located on or extend over any portion of the right-of-way that is within two feet of the closest part of the curb or if there is no curb, the pavement or portion of road designed or used for vehicular traffic. Such signs shall not be removed by the City unless the sign is in a visibility triangle and exceeds 36 inches in height, or violates any of the provisions of this subparagraph.

Real estate signs, all other uses. One non-illuminated real estate sign not exceeding 32 square feet and eight feet in height shall be allowed for all uses except single-family residential uses.

Real estate signs, open house. Not more than four directional off-site real estate signs are allowed on those days when there is an open house conducted on the property. Such signs shall not exceed four square feet and three feet in height. Waterfront parcels are allowed one additional such sign oriented toward the water on such days.

Real estate signs, single-family residential uses. One non-illuminated real estate sign not exceeding six square feet and six feet in height shall be allowed for single-family residential uses.
Religious emblems. Religious emblems or logos shall be allowed for any house of worship provided they are not an integral component of a freestanding or wall sign. If such emblem or logo is an integral component of a freestanding or wall sign, such freestanding or wall sign shall be subject to the permitting requirements and area and height restrictions otherwise applicable to the freestanding or wall sign.

Umbrella signs. Signs printed on umbrellas. No signs shall be attached or suspended from umbrellas.

Undercanopy identification signs. One sign of up to four square feet for any business that is located at the street level and has a canopy. Signs shall have a minimum clearance of eight feet from the sidewalk to the lowest part of the sign.

Vehicle signs. A vehicle sign which identifies a product or service of the owner or lessee of the vehicle, or an advertising device attached to and within the normal unaltered lines of a vehicle of a licensed transit carrier (i.e., bus, trolley or taxicab), when and during that period of time said vehicle is regularly and customarily traversing or otherwise using a public right-of-way during the normal course of business of the vehicle owner or lessee or the transit carrier, is exempt. Provided, however, that any such vehicle shall, when not traversing or otherwise using a public right-of-way, be parked or stored at a location where commercial vehicles may be parked or stored, such as temporary parking for the convenience of the operator (i.e., restaurant, service station) but not overnight parking where commercial vehicles may not be parked or stored.

Vending signs. Signs printed on devices that dispense merchandise shall be allowed. Provided such signs relate to the merchandise being sold and do not extend beyond the surface of the device. Examples of such devices shall include, but not be limited to, newspaper stands, gasoline pumps, telephone booths, and vending machines.

Warning signs. A warning sign shall not exceed six square feet and six feet in height.

Wayfinding signs. Wayfinding signs are directional signs within the right-of-way that provide individual names of private businesses and minimal directions to their location for pedestrians. Such signage shall be reviewed by the City as part of a districtwide directory sign program and shall include uniform design, dimensional, location and other standards as specifically set forth in this section.

Window signs, non-illuminated. The maximum cumulative area of non-illuminated signs in a window shall be 50 percent of the total window pane area. Window signs that are illuminated shall be included in the wall signage allowable for the site.

(Code 1992, § 16.40.120.3.2; Ord. No. 876-G, § 22, 2-21-2008; Ord. No. 893-G, § 6(16.40.120.3.2), 9-4-2008; Ord. No. 3-H, § 1, 11-3-2011; Ord. No. 52-H, §§ 7, 8, 11-1-2012; Ord. No. 81-H, § 5, 9-19-2013; Ord. No. 166-H, §§ 7, 8, 5-21-2015)
16.40.120.3.3. - Prohibited signs.

The following types of signs are prohibited except where such signs may be expressly allowed under this sign code:

Abandoned signs.

Banners, unless exempt or a permit has been issued for such banner as a temporary sign.

Bus shelter signs and bench signs except when approved by the City, pursuant to state statutes. A sign which identifies the transit company or its route schedule is not prohibited.

Cold air inflatables except as allowed for temporary signs in this section.

Damaged signs that exist in a damaged state for more than 90 consecutive days.

Lighting devices that project light or laser beams to form text, graphics, logos, or artwork upon streets, walkways, fences, sign structures, or exterior walls of buildings, and the text, graphics, logos or artwork projected by such lighting devices, except that text, graphics, logos or artwork may be projected against an exterior wall if the area of the wall occupied by such text, graphics, logos or artwork does not exceed the area of a wall sign that would be allowed, and such area together with existing wall signs does not exceed the number of wall signs allowed. Provided, however, that a permit shall be required prior to projecting such text, graphics, logos or artwork, and the applicant shall demonstrate that the lighting device, light, and laser beams to be utilized shall cause no threat to public health or safety, including but not limited to any risk of eye injury.

Off-premises signs, except those specifically allowed by this sign code.

Pavement markings, except official traffic control markings, markings authorized by any agency having jurisdiction over a particular roadway, and markings on a vehicular use area as shown on an approved site plan.

Pennants.

Roof signs, except for lawful integral roof signs in nonresidential districts.

Portable signs, including but not limited to inflatable and other gas- or air-filled devices.

Portable trailer signs.

Signs attached to or painted on piers or seawalls, except official regulatory or warning signs.

Signs in or upon any body of water (river, bay, lake, or other body of water) within the limits of the City, except official regulatory or warning signs and informational or directional signs installed by the City or with the approval of the City in connection with a water path or paddling trail.

Signs that are a threat to public health or safety because of their condition or location.

Signs that are located within or project over rights-of-way, publicly-owned lands, or easements for the use of the City or public utility service providers, except government and public signs. Such prohibited signs shall include, but are not limited to, handbills, posters, advertisements, or notices that are attached in any way to or upon lampposts, telephone poles, utility poles, bridges, sidewalks, or other public property or improvements. The person or business who owns or is advertised or identified on the sign shall be presumed to have permitted the placement of the sign in the absence of evidence to the contrary and may be cited for a violation of this section, as may the person or business installing the sign.

Signs that emit light or reflect glare of such intensity, brilliance or duration as to impair the vision of any motorist, cyclist, or pedestrian using or entering a travelway, or to constitute a nuisance that substantially impairs the enjoyment and use of property.

Signs that simulate or contain a likeness of a traffic control device.
Signs that emit sound, vapor, bubbles, smoke, odor, particles, or gaseous matter.

Signs that have unshielded illuminating devices permitting a light bulb or other light source to be viewed with the naked eye from off the premises, except as specifically allowed in the supplementary regulations. Digital or electronic off-premise signs that are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited signs.

Signs that have blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction, except as specifically allowed in the supplementary regulations. Digital or electronic off-premise signs that are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited signs.

Signs that exist in a poorly maintained state for more than 60 consecutive days after the City has provided notice to the sign owner. Signs in a poorly maintained state include, but are not limited to, signs where the advertisement on the sign face is peeling or where such poorly maintained signs are an eyesore or contribute to blight. Such signs shall be prohibited even if they do not pose a risk of imminent collapse or constitute a threat to public health or safety.

Signs that move, revolve, twirl, rotate, or flash, including, but not limited to: animated signs, multiprism signs, and beacon lights except when required by the Federal Aviation Administration or other governmental agency. Tri-vision signs shall be permitted for large facility signs.

Signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or government sign, signal, or device.

Signs that present a potential traffic or pedestrian hazard, including signs that obstruct visibility.

Snipe signs. The placement of this prohibited sign is transient in nature and irreparable. The adoption of this prohibition shall be deemed notice of the violation. The person or business in possession or control of the snipe sign and the person or business who owns or is advertised or identified (by name, address or other contact information) on the sign may be cited immediately upon observation of the violation. The person or business who owns or is advertised or identified on the sign shall be presumed to have permitted the placement of the snipe sign in the absence of evidence to the contrary. The term "transient in nature" shall mean that a condition exists on a temporary, periodic, or non-permanent basis.

The term "irreparable" shall mean the condition is incapable of being remedied, as the harm sought to be prevented has already occurred.

Streamers.

Vehicle signs. A vehicle sign which is parked on or otherwise utilizing a public right-of-way, public property or private property so as to be viewed from a public right-of-way for the purpose of attracting the attention of the traveling public to advertise a product or service or to direct people to the location of a business or activity, and which does not qualify as an exempt sign (see above), is prohibited.

Any sign that is not specifically allowed by this sign code.

(Code 1992, § 16.40.120.3.3; Ord. No. 893-G, § 6(16.40.120.3.3), 9-4-2008; Ord. No. 965-G, § 2, 12-17-2009; Ord. No. 3-H, §§ 2, 3, 11-3-2011; Ord. No. 35-H, § 2, 8-16-2012; Ord. No. 52-H, § 10, 11-1-2012; Ord. No. 81-H, § 6, 9-19-2013)
16.40.120.3.4. - Abandoned on-premises signs.

A. Definition. An on-premises sign becomes "abandoned" at the time any of the following conditions occur:

1. There has been no sign copy appearing on the sign face for a period of 90 consecutive days; or

2. The establishment with which the sign is associated has ceased operation for 90 consecutive days. This definition excludes signs for seasonal uses, which are operated intermittently throughout the year, where business has not ceased operation on a permanent basis. A conforming on-premises sign associated with an establishment that has ceased operation shall not be deemed "abandoned" if the owner takes one of the actions in paragraph B.

   a. Evidence that an establishment has ceased operation for 90 consecutive days includes, but is not limited to, the following:

      1. No water and/or electric service to the establishment for a 90 consecutive day period;

      2. Expiration of business tax at least 90 consecutive days prior without renewal;

      3. Personal documented observation of City code investigator(s) that establishment has ceased operation for a period of 90 consecutive days; or

      4. General community knowledge, as documented through going-out-of-business announcements, newspaper announcements, etc. showing that the establishment has ceased operation for at least 90 consecutive days.

B. When an establishment ceases operation, the owner of an on-premises sign that is associated with the establishment shall within 90 days reuse the sign in conjunction with the ownership or operation of a new establishment on the property or take one of the following actions:

1. Paint over the message on the sign face that advertises the business or other activity of the establishment.

2. Remove the sign face and replace it with a blank sign face.

3. Reverse the sign face and not illuminate the sign face from the interior. The message of the sign face shall not be visible when the sign face is reversed.

4. Utilize the sign face to display the message, "this space available," or words of similar significance, and the name and telephone number of the owner or the owner's agent, while the premises are vacant. A sign that contains such a message and that otherwise complies with the requirements of this sign code shall be deemed an allowable temporary sign for which a permit shall not be required.

C. If a freestanding on-premises sign that is nonconforming as to height, sign area, or placement becomes "abandoned" under paragraph A. and remains abandoned for 12 consecutive months, such sign shall be removed by the property owner at the owner's expense. If the owner fails to remove the sign upon notice by the City, the City shall have the right to seek available legal and equitable relief to have the sign removed, and the costs of such removal shall be paid by the owner. No permit for any new sign on the site shall be issued until the abandoned sign is removed. This shall not be deemed to require the removal of a lawful off-premises sign.

D. If an existing building or structure is demolished, any existing freestanding on-premises signs that are nonconforming as to height, sign area, or placement shall be considered abandoned and shall be removed at the time of demolition. This shall not be deemed to require the removal of a lawful off-premises sign.

(Code 1992, § 16.40.120.3.4; Ord. No. 52-H, § 1, 11-1-2012)

16.40.120.3.5. - Nonconforming signs.

A. Except as provided in this sign code, a sign shall not be erected, raised, moved, placed, reconstructed, extended, enlarged, or altered, unless in conformity with this sign code.
B. Nonconforming signs may be maintained or repaired. However, if a nonconforming sign is relocated or replaced, repaired or structurally altered by more than 25 percent of the replacement cost of the existing sign, the sign shall be made to conform to this sign code.

C. A building or site which is improved or redeveloped at a cost in excess of 50 percent of the assessed value of the existing building or site shall require any nonconforming sign which is located on or is part of such building or site to conform to this sign code.

(Code 1992, § 16.40.120.3.5; Ord. No. 52-H, § 2, 11-1-2012)

16.40.120.3.6. - Signs of historic significance.

A. Purpose. The signs of historic significance regulations are intended:

1. To provide for the preservation of the City of St. Petersburg’s unique character, history, and identity, as reflected in its historic and iconic signs; and

2. To preserve the sense of place that existed within the central business district and in areas of the City with concentrations of surviving historic signs; and

3. To protect the community from inappropriate reuse of nonconforming and/or illegal signs while ensuring that the signs are safe and well maintained; and

4. To prevent the unintentional loss of individual signs with historic or unique characteristics and, where possible, to provide a means for their retention and restoration; and

5. To allow the owner the flexibility to preserve historic and vintage signs. This classification does not preclude owners from removing these signs. The regulations of this section apply only to signs included in the City’s inventory of historic significance as set forth below.

B. Criteria for identification of a sign of historic significance.

1. The Community Preservation Commission (the Commission) shall establish and maintain an inventory of signs of historic significance.

2. A proposed sign of historic significance shall comply with the following criteria.

   a. Technical criteria:

      1. The sign shall have been installed at least 40 years prior to the date of application;

      2. The sign is an example of technology, craftsmanship or design of the period when it was constructed;

      3. The sign uses historic sign materials or means of illumination such as exposed integral incandescent lighting, or exposed neon lighting;

      4. The sign may include, but is not limited to, a detached sign, a projecting sign, a roof sign, a painted building sign, or a sign integral to the building’s design (fascia sign) or any other type of sign that was permitted on the property;

      5. The sign is structurally safe or can be made safe without substantially altering its historical appearance; and

      6. The sign retains the majority of its character-defining features (materials, technologies, structure, colors, shapes, symbols, text and/or art) that have historical significance, are integral to the overall sign design, or convey historical or regional context. If character-defining features have been altered or removed, the majority of these features must be able to be restored to their historic function and appearance.
b. Cultural/historical/design criteria:
   1. The sign exemplifies the cultural, economic, and historic heritage of the City;
   2. The sign exhibits extraordinary aesthetic quality, creativity or innovation; or
   3. The sign is unique, was originally associated with a local business or local or regional chain, there is academic research, including but not limited to sign industry journals, articles or books to support its significance, or it is a surviving example of a once common sign type that is no longer common.

C. Process for including a sign in the inventory of signs of historic significance.

1. Application for inclusion in the inventory of signs of historic significance may be made by the property owner having control over a sign or may be initiated by the City.

2. Within 30 days of submittal of an application, the POD shall determine if the application is complete and if the sign meets the applicable criteria for classification, and shall notify the property owner in writing whether or not the sign is eligible for classification as a sign of historic significance.

3. If the POD determines that the sign is not eligible for classification, the property owner may appeal the decision to the Commission by following the procedures for appeals in the application and procedures section. The Commission shall review the application at a public hearing after providing notice as required in the application and procedures section.

4. If the POD determines that the sign is eligible for classification, the POD shall prepare an inventory report within 45 days of the determination of eligibility, which shall identify how the sign meets the applicable criteria, and schedule a public hearing before the Commission after providing notice as required in the application and procedures section. The report shall include the legal description of the property on which the sign is located.

5. After the public hearing, the Commission shall approve, approve with conditions, or deny the request. The decision by the Commission shall be final unless appealed to the City Council.

6. Notice of the inclusion on the inventory of signs of historic significance shall be mailed to the property owner.

7. Any notice required to be mailed by this section regarding signs of historic significance is only required to be mailed to the property owner and not property owners within 200 feet.

D. Exemptions, replica signs.

1. Classification as a sign of historic significance does not require a certificate of appropriateness for changes to the sign or demolition of the sign.

2. Signs classified as a sign of historic significance are exempt from the sign regulations regarding height, area, and location as set forth in the sign code.

3. Signs of historic significance that are nonconforming as to size, height, or location are exempt from the regulations governing nonconforming signs and abandoned signs. However, changes to the sign may not increase the nonconformity unless a variance is approved by the Commission.

4. A sign of historic significance may be repaired, restored, and/or adaptively reused if there is sufficient surviving original material or sufficient historical documentation (photographs, postcards, permits, or other records) as determined by the POD on which to base the repair, restoration or adaptive reuse. A permit is required before a sign may be repaired, restored, and/or adaptively reused. The property owner may file an application for a permit with the POD. The POD shall review the application for compliance with this section. Upon issuance of the permit, an existing sign of historic significance may then be repaired, restored, or rehabilitated either in place, or off-site, and then re-erected on site as set forth in subsection E. (subject to receipt of any required building permit). If the POD denies the permit application, the property owner or applicant may appeal the decision to the Commission. The decision by the Commissioner shall be final unless appealed to the City Council.

5. A sign of historic significance may be repaired or restored to any past appearance prior to 40 years before the date of the application. If the owner of a sign of historic significance provides documentation or physical evidence that the original design included intermittent lighting features (e.g., flashing,
blinking, chasing or sequentially lit elements which create the appearance of movement) or moving parts, those sign elements may be repaired and restored and shall be exempt from those prohibitions in the sign code.

6. A sign of historic significance that will be adaptively reused must retain, repair, or restore the majority of the character-defining features (e.g., materials, technologies, structure, colors, shapes, symbols, text, typography and/or artwork) that have historical significance, or are integral to the overall design of the sign, or convey historical or regional context.

Changes to character-defining text (size, font, coloration) are not allowed. Any text that is not character defining can be changed. Changes to noncharacter defining text must either match or be compatible with the character defining text, or the text being replaced, in terms of materials, letter size, font, and color.

7. A replica sign is permissible when based on sufficient historical documentation of the sign and its location. The sign to be replicated must have been originally installed at least 40 years prior to the date of application. In order to construct a replica sign, the sign being replicated must be a sign of historic significance. A replica sign shall meet the same criteria, reviews and processes as a sign of historic significance. A sign can be replicated only once. Replicas of replicas are not permitted. A replica sign must use historical materials and technologies, or use contemporary materials and technologies that visually match historical ones. Replica signs shall only be allowed on the property on which the sign of historic significance was originally erected and shall not be relocated. Variances to height and area shall not be required, however, the replica sign must meet setback requirements unless a variance is granted by the Commission.

8. A permit is required before a sign may be replicated. The property owner may file an application for a replication permit with the POD. The POD shall review the application for compliance with this section. A replica sign shall meet the same criteria, reviews and processes as a sign of historic significance. Upon issuance of the permit, the sign of historic significance may be replicated. If the POD denies the permit application, the property owner may appeal the decision to the Commission. The decision by the Commission shall be final unless appealed to the City Council.

E. Guidelines for relocating a sign of historic significance. If the current location of a sign of historic significance prevents desired development, the sign may be relocated to another site to ensure preservation. Signs removed from their original location may be stored elsewhere before relocation.

1. A sign of historic significance may be relocated as follows:
   a. To another location on the same property;
   b. To another location that houses the same or similar business;
   c. To areas of similar character as the present location; or
   d. To the original location.

2. A sign of historic significance shall not be relocated to NT or NS zoned property.

3. All relocations are subject to the following:
   a. The sign shall meet the required sign setbacks of the zoning district in which it is relocated or the required setback for the principal structure, whichever is less.
   b. Projecting signs that project into the public right-of-way shall have the required incidental architectural details contained in Chapter 25 and shall follow the sign permitting process.

4. If relocated to another property, the sign of historic significance shall contain text on the sign face or display a plaque that indicates that the sign has been relocated, the date of relocation, and the original location.

5. A permit is required before a sign may be relocated. The property owner may file an application for a relocation permit with the POD. The POD shall review the application for compliance with this section. Upon issuance of the permit, the sign of historic significance may be relocated. If the POD denies the permit application, the property owner may appeal the decision to the Commission. The decision by the Commission shall be final unless appealed to the City Council.
F. **Sign calculations for a sign of historic significance.** A sign of historic significance (whether relocated or not) and a replica sign shall not count against the total allowable sign area allowed for the property and shall not count against the number of signs allowed for the property.

G. **Demolition of a sign of historic significance.** Classification as a sign of historic significance does not prevent the owner from demolishing the sign. Demolition is subject to a 30-day waiting period, which begins upon the date of the application for a demolition permit, to facilitate relocation of the sign. The sign owner shall allow reasonable access to the sign to facilitate documentation of the sign. The sign owner shall allow reasonable access to the sign for removal of all or part of a sign of historic significance from the property by a third party for reuse at a different location. If all or part of a sign is relocated to another property in the City, the guidelines for relocating a sign of historic significance contained in this section shall apply.

(Ord. No. 52-H, § 3, 11-1-2012)

16.40.120.4. - Subdivision entrances and multifamily uses.

The following types of signs shall be permitted for subdivision entrances and multifamily uses having three or more units in any zoning district:

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>Up to two single-faced signs per subdivision entrance, one on each side of the entrance if the subdivision/development is located on both sides of the entry or one double-faced sign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td>24 sq. ft. per sign face; for properties with 100 or more ft. of frontage, an additional 12 sq. ft. per sign face shall be permitted for every additional 50 ft. of frontage up to a maximum of 72 sq. ft.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wall signs</th>
<th>Maximum height</th>
<th>10 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td>One wall sign may be substituted for one permitted freestanding sign. Sign area shall be the same as would be permitted for the freestanding sign</td>
<td></td>
</tr>
</tbody>
</table>
16.40.120.5. - Neighborhood, planned unit development, and mobile home districts.

The following types of signs shall be permitted within the neighborhood, planned unit development, and mobile home zoning districts:

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>One</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td>48 sq. ft. per sign face</td>
<td></td>
</tr>
<tr>
<td>Maximum height</td>
<td>10 ft.</td>
<td></td>
</tr>
</tbody>
</table>

Wall signs

| Maximum sign area | 1.75 sq. ft. per linear front foot up to a maximum of 48 sq. ft. |     |

16.40.120.6. - Corridor residential districts.

The following types of signs shall be permitted within the corridor residential zoning districts:

<table>
<thead>
<tr>
<th>Corridor Residential Districts (CRS, CRT)</th>
<th>(All uses, except subdivision entrances and single-family, duplex and multifamily residential uses)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freestanding signs</td>
<td></td>
</tr>
<tr>
<td>Permitted number of signs</td>
<td>One</td>
</tr>
<tr>
<td>Maximum sign area</td>
<td>48 sq. ft. per sign face. For a property in excess of 10 acres which has an approved master site plan, the first permitted freestanding sign in each yard shall not exceed 60 sq. ft. per sign face. All other permitted freestanding signs in each yard shall not exceed 48 sq. ft. per sign face.</td>
</tr>
<tr>
<td>Maximum height</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Wall signs</td>
<td></td>
</tr>
<tr>
<td>Maximum sign area</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 48 sq. ft.</td>
</tr>
</tbody>
</table>
16.40.120.7. - Corridor commercial traditional districts.

The following types of signs shall be permitted within the corridor commercial traditional zoning districts:

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>One for signs greater than eight ft. tall. Two if all freestanding signs are eight ft. in height or less; and with a minimum of 100 ft. of frontage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td></td>
<td>64 sq. ft. per sign face</td>
</tr>
<tr>
<td>Maximum height</td>
<td></td>
<td>15 ft.</td>
</tr>
</tbody>
</table>

| Wall signs | Maximum sign area | 1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft. |

16.40.120.8. - Corridor commercial suburban districts.

The following types of signs shall be permitted within the corridor commercial suburban zoning districts:

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>One for signs greater than eight ft. tall. Two if all freestanding signs are eight ft. in height or less; and with a minimum of 100 ft. of frontage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td></td>
<td>One square foot per linear front foot up to a maximum of 64 sq. ft.</td>
</tr>
<tr>
<td>Maximum height</td>
<td></td>
<td>20 ft.</td>
</tr>
</tbody>
</table>

| Wall signs | Maximum sign area | 1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft. |
16.40.120.9. - Suburban centers.

The following types of signs shall be permitted within the suburban center zoning districts.

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>One for signs greater than ten ft. tall. Two if all freestanding signs are ten ft. in height or less; and with a minimum of 300 ft. of frontage.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td>One square foot per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Maximum height</td>
<td>20 ft.</td>
<td></td>
</tr>
<tr>
<td>Wall signs</td>
<td>Maximum sign area</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft.</td>
</tr>
</tbody>
</table>

16.40.120.10. - Downtown center.

The following types of signs shall be permitted within the downtown center zoning district.

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>One</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum sign area</td>
<td>One square foot per linear front foot up to a maximum of 48 sq. ft.</td>
<td></td>
</tr>
<tr>
<td>Maximum height</td>
<td>15 ft.</td>
<td></td>
</tr>
<tr>
<td>Wall signs</td>
<td>Maximum sign area</td>
<td>1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft. For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft.</td>
</tr>
</tbody>
</table>
16.40.120.11. - Industrial suburban districts.

The following types of signs shall be permitted within the industrial suburban zoning districts.

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>One for signs greater than ten ft. tall.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Two if all freestanding signs are ten ft. in height or less; and with a minimum of 300 ft. of frontage.</td>
</tr>
<tr>
<td></td>
<td>Maximum sign area</td>
<td>One square foot per linear front foot up to a maximum of 150 sq. ft.</td>
</tr>
<tr>
<td></td>
<td>Maximum height</td>
<td>20 ft.</td>
</tr>
</tbody>
</table>

| Wall signs          | Maximum sign area        | 1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft. |
|                     |                          | For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft. |

16.40.120.12. - Industrial traditional districts.

The following types of signs shall be permitted within the industrial traditional zoning districts.

<table>
<thead>
<tr>
<th>Freestanding signs</th>
<th>Permitted number of signs</th>
<th>One</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum sign area</td>
<td>One square foot per linear front foot up to a maximum of 64 sq. ft.</td>
</tr>
<tr>
<td></td>
<td>Maximum height</td>
<td>10 ft.</td>
</tr>
</tbody>
</table>

| Wall signs          | Maximum sign area        | 1.75 sq. ft. per linear front foot up to a maximum of 48 sq. ft. |
|                     |                          | For buildings of four or more stories in height, one additional sign shall be permitted for building identification at the top of the building. The allowable sign area shall be 3.0 sq. ft. per lineal vertical foot of the building up to a maximum of 300 sq. ft. |
16.40.120.13. - Reserved.


16.40.120.14. - Uniform sign plan required.

For any site on which the owner proposes to erect one or more signs requiring a permit, the owner shall, in addition to other information required to be provided in the sign permit application, submit two copies of a uniform sign plan for the site which contains the following information:

1. A plan of the site, drawn to scale, which shows the locations of buildings, parking lots, driveways, landscaped areas, adjoining streets and avenues, and the locations of all existing and proposed signs, including but not limited to signs exempt from permitting requirements;

2. A listing of existing and proposed sign types, the number of each existing and proposed sign type, the height of each existing and proposed sign, the area of each existing and proposed sign, and the maximum total area of all the existing and proposed signs;

3. Detailed drawings for each existing and proposed sign, indicating the dimensions, design, structure and location of each sign; provided that the message to be displayed on each sign shall not be required on such drawings. The drawings shall demonstrate a uniform plan for the signs with respect to the location and dimensions, materials, method of illumination and, for wall signs, the method of attachment;

4. Name, address, and telephone number of the person erecting the sign for which a permit is sought;

5. If the application is submitted by anyone other than the property owner, the application shall include or be accompanied by a written consent from the property owner indicating that the owner consents to the application, the uniform sign plan, and issuance of the permit;

6. Such other information as the POD may reasonably require to demonstrate full compliance with the requirements of this sign code and all other applicable ordinances of the City.

(Code 1992, § 16.40.120.14)

16.40.120.15. - Supplementary sign regulations.

In addition to the regulations prescribed by this sign code, the following regulations for certain types of signs shall apply.

A. Awning signs (illuminated). The sign area for signs integrated into an illuminated awning shall include the entire area of awning, unless the background color matches the background color of other awnings on the site, if any, and is part of a uniform sign plan for a multi-tenant building, or the background color is not associated with a corporate logo or identity.

B. Digital or electronic message centers. Digital or electronic message center signs shall comply with the following regulations:

1. Location. Digital or electronic message center signs are permitted in all zoning districts subject to the following conditions:

   a. Digital or electronic message center signs are prohibited within the boundary of a locally designated historic structure or site. Performing arts venues are exempt from this prohibition with approval of a certificate of appropriateness.

   b. Digital or electronic message center signs may not directly face a residential one- or two-unit property located within a neighborhood zoning district.
c. Digital or electronic message center signs are prohibited from being inserted into, or added to, nonconforming signs. No variance to this prohibition may be granted and the POC shall not accept any variance application to this requirement therefore.

d. In neighborhood and corridor residential districts, digital or electronic message center signs shall only be allowed for nonresidential uses on properties with a minimum of 200 feet of street frontage and a minimum of 2.0 acres of land area.

2. **Design.** An electronic message center sign shall be permitted only as an integral component of a freestanding sign or, to the extent permitted by these regulations, as an integral component of a building sign. An electronic message center sign shall be compatible with the design of the primary sign structure, including width, depth and color of the cabinet.

3. **Size.** An electronic message center sign shall comprise no more than 50 percent of the overall sign area of the sign structure and shall not, in any case, exceed 32 square feet in area.

4. **Dwell time.**
   a. **Legislative findings and determinations.** The recitals (whereas clauses) in Ordinance No. 117-H demonstrate a significant governmental interest and are hereby adopted as the legislative findings of the City of St. Petersburg and are incorporated into the sign code as if set forth *in haec verba*.
   b. **Requirements.** The dwell time, defined as the interval of change between each individual message, shall be at least one minute. Any change of message shall be completed instantaneously. There shall be no special effects between messages.
   c. **Purpose.** The longer minimum dwell time for electronic message center signs that are not large facility signs or digital or electronic off-premise signs is intended to further the significant governmental interests of this sign code, as specified in Section 16.40.120.1 and this section, including uniformity, aesthetics, and safety, by reducing the density of signs with short dwell times and by minimizing the proliferation of signs with short dwell times throughout the City.

5. **Images and messaging.**
   a. **Consecutive images and messages.** Consecutive images and messages on a single electronic changeable message sign face are prohibited when the second message answers a textual question posed on the prior slot, continues or completes a sentence started on the prior slot, or continues or completes a story line started on the prior slot.
   b. **Static images and messages.** The image or message shall be static. There shall be no animation, flashing, scintillating lighting, movement, or the varying of light intensity during the message. Messages or images shall not scroll and shall not give any appearance or optical illusion of movement.

6. **Brightness.**
   a. Each sign shall have a light sensing device to adjust brightness or illuminance as ambient light conditions change in order to ensure that the message meets the following brightness standards. The maximum brightness shall be 0.2 foot candles and shall be measured using the following formula:
      
      \[ \text{Measurement Distance} = \sqrt{\text{Area of EMC Sign Face (sq. ft.)} \times 100} \]

   b. The sign face shall not display light that is of such intensity or brilliance to cause glare or otherwise impair the vision of a driver. No sign shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device. Any violation of this section will result in the City requiring the sign owner to turn the sign off or show a "full black" image until the sign can be brought into compliance.

7. **Default mechanism.** The sign shall have a default mechanism or setting that will cause the sign to turn off or show a "full black" image if a visible malfunction or failure occurs.

8. **Safety hazard.** The sign shall not be configured to resemble a warning or danger signal. The sign shall not resemble or simulate any lights or official signage used to control traffic.
9. **Sign at a place of public assembly.** Electronic message center signs at an arena, theater, or other place of public assembly on a site consisting of five acres or more with 1,900 or more fixed seats:
   a. May be attached to a wall or to a free standing sign, or both.
   b. Shall not exceed 250 square feet per side. At such locations, an electronic message center sign is not subject to the size limitations of subsection B.3. of this section.
   c. An electronic message center sign is deemed to be an on-premise sign but may also provide community, governmental and public information announcements.
   d. No variances to this subsection may be granted and the POD shall not accept any application therefore.

10. **Sign at large facility.** Electronic message center signs within large facility signs shall not exceed 50 percent of the overall sign area. At such locations, an electronic message center sign is not subject to the size limitations of subsection B.3. of this section.

11. **Sign in neighborhood and corridor residential districts.** Dwell time shall be at least 24 hours in neighborhood and corridor residential districts and shall be subject to all other requirements in this section. The display shall be limited to text on a black background.

12. **Fines increased.** Any person who violates any provision of this section shall be subject to the following fines:
   a. $300.00 for the first violation.
   b. $500.00 for all subsequent violations.

C. **Flags.**

1. A maximum of three flags per property shall be permitted on properties with lot frontages of 100 feet or less. One additional flag shall be permitted for each 100 feet or less of lot frontage thereafter. For example, a maximum of four flags shall be permitted for properties with lot frontages greater than 100 feet up to 200 feet, and a maximum of five flags shall be permitted for properties with lot frontages greater than 200 feet up to 300 feet.

2. Up to three flagpoles shall be permitted on any property with lot frontages of 100 feet or less. One additional flagpole shall be permitted for each additional flag that is permitted on the property under paragraph 1. of this subsection. For example, a property with lot frontages greater than 100 feet up to 200 feet would be permitted to have a maximum of four flags and a maximum of four flagpoles.

3. The maximum vertical dimension of any flag displayed from a flagpole shall be 20 percent of the height of the flagpole upon which the flag is displayed, or in the absence of a flagpole, 20 percent of the distance from the top of the flag to the ground.

4. Flags which read "model," "open," "open house," or any other phrase which identifies property for sale, may be displayed in the following locations and numbers. The maximum height of such flags shall be eight feet and the maximum size shall be 15 square feet. No more than two such flags shall be allowed at the entrance to any development and not more than two such flags shall be allowed at the site of the model or property for sale.

D. **Large facility signs.** Large facility signs for an arena, theater, or other place of public assembly may be permitted as follows:

1. A maximum of one large facility sign may be permitted if no freestanding or wall signs have been utilized on the site.

2. Large facility signs may be either freestanding or wall signs.

3. The following types of display components shall be permitted as part of a large facility sign and may be combined within any one sign face:
   a. The dwell time, defined as the interval of change between each individual message, for electronic message center signs shall be at least ten seconds. Flashing, chasing and scintillating lighting or operations are prohibited.
b. Tri-vision signs shall not exceed 35 percent of the overall sign area.

c. Internally illuminated or non-illuminated cabinets and letters.

4. Operational restrictions. Not less than one-half of the sign area shall at all times provide information relating specifically to the primary use of the site or some form of community, governmental or public information announcement. Less than one-half of the sign area may be on-premises signs providing information relating to products or services available on the facility site.

5. Such signs shall be permitted only on sites that are contiguous to the interstate highway rights-of-way. Such signs shall be installed adjacent to the interstate highway right-of-way and shall be oriented toward the interstate highway right-of-way.

6. The area of such a large facility sign shall not exceed the otherwise allowable freestanding and wall sign area not being utilized on the site. A large facility sign shall not exceed 1,700 square feet per side. Two-sided signs shall be permissible. For the purposes of the area limitations of this subsection, only one side of a two-sided sign shall be counted. No variances to the area limitations may be granted and the POD shall not accept any application for an area limitation variance.

7. The bottom of the sign frame shall not extend more than 20 feet above the crown of the interstate roadway surface closest to the sign, and the top of the sign shall not extend more than 60 feet above the crown of the interstate roadway surface closest to the sign.

8. The sign shall be setback a minimum of ten feet from all property lines or such greater distance as may be required by Florida Department of Transportation.

9. No permit shall be issued for a large facility sign unless the sign is in compliance with the requirements of this sign code and is included in, and consistent with, the uniform sign plan for the site.

10. Prior to the issuance of a permit for a large facility sign the proposed sign and location thereof shall be reviewed and approved by the Florida Department of Transportation for issues relating to public safety and other issues that may be deemed relevant by that agency. Due to the changeable message capabilities of the electronic message center portion of the large facility sign, prior to issuance of the permit for the sign, the operator of the sign shall enter into an agreement with the City to provide for public service announcements on a regular basis. Such announcements shall be provided regularly throughout the day and year and shall include messages of significant public interest related to safety and traffic matters (e.g., Amber Alerts, traffic hazards and congestion, hurricane evacuation notices, and traffic alerts or advisories) and messages related to City-sponsored and co-sponsored events. Messages shall be posted upon receipt of notice from the City or its designee and shall continue to be posted throughout the duration of the event in a manner designed to provide reasonable and effective notice of the event (such posting shall not be exclusive of other messages).

11. Sponsor signs shall be allowed in addition to any other permitted signage provided that the number is limited to one sign per acre of the subject parcel and the sign area is limited to 25 square feet per sign. Sponsor signs shall be oriented to the internal auto and pedestrian circulation network, or be attached directly to the large facility structure and associated structured parking. The design of such signs shall be consistent and feature the name, wordmark, or logo of the sponsors only.

E. **Menu signs for drive-through establishments.** There shall be not more than two signs per drive-through lane. Each sign shall not exceed 40 square feet and eight feet in height. No speaker shall be oriented to face a single-family residence or a district that permits a residential use, unless buffering is provided.

F. **Off-premises signs.**

1. **Number.** A maximum of one off-premises sign per zoned lot is permitted.

2. **Lot area.** The sign shall be located on a lot or parcel having no less than 50 linear feet of frontage.

3. **Location.** Off-premises signs shall be allowed only on sites in the Corridor Commercial Traditional (CCT), Corridor Commercial Suburban (CCS), Employment Center (EC), Retail Center (RC), Institutional Center (IC), Industrial Suburban (IS) and Industrial Traditional (IT) zoning districts that are abutting the interstate or interstate feeders.
4. **Area.** The maximum area for an off-premises sign shall be 672 square feet per sign face. Two such sign faces may be mounted back to back on the same sign structure.

5. **Height.** The maximum height shall be 25 feet. If the sign is on a parcel contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road.

6. **Separation requirements.** Off-premises signs shall not be located within a radius of 1,500 feet of another such sign on interstate designated roadways, and shall not be located within a radius of 1,000 feet of another such sign on all federal-aid-primary (FAP) designated roadways. Additionally, no off-premises sign shall be placed within 500 feet of residentially zoned property. Residentially-zoned property within the National Highway System, Interstate, and FAP right-of-way shall be exempt from this spacing requirement.

7. **Setbacks.** The sign shall be set back behind the front, street side, and side yards required by the applicable zoning district regulations.

8. **Intergovernmental coordination.** In those locations at or in proximity to jurisdictional boundaries where inconsistent sign regulations would serve to undermine the purpose and intent of these regulations, the City may enter into an agreement to provide for the basis of regulation in such transition areas; provided, that the operative terms of any such agreement shall be incorporated into these regulations by adoption of an ordinance before such terms may take effect.

9. **Relocation.** A lawfully erected off-premises sign may be relocated upon the same site or to an adjoining site under the same ownership, provided that the sign after such relocation complies with the following requirements. No variance from this requirement may be approved and the POD shall not accept any application for any such variance.
   a. Except for such relocated signs, no new off-premises sign may be erected upon any site upon which another building or structure has been erected on the site unless the building or structure is removed prior to or simultaneously with the erection of the sign.
      
      In such cases, after the erection of such sign, no other building or structure except a wall or fencing may be permitted upon the zone lot and no building permit for any building or structure shall be issued which is contingent upon the removal of the sign, unless the owner of the property voluntarily elects to remove the sign.

   b. This paragraph shall not apply when the owner of the land on which a lawfully erected sign is located is seeking to have the property redesignated on the City or countywide future land use map of the Comprehensive Plan for exclusively single-family residential use; in such instances, if the property is redesignated for such residential use, the sign shall be removed prior to the issuance of a permit for any residential building or structure.

10. **Three-dimensional extensions.** Off-premises signs may include one or more three-dimensional extensions. Each extension is permitted to project to a maximum depth of five feet beyond the surface of the sign face but not into any right-of-way. Three-dimensional extension(s) on any sign shall not exceed a total maximum area that exceeds 30 percent of the total sign face area. Each three-dimensional extension shall comply with the requirements of the Florida Building Code and shall be required to obtain a building permit when necessary.

G. **On-site directional and directory, major.** Directional and directory signs which are located on the site of office/industrial parks, hospitals, colleges/universities, and regional shopping centers (more than 100,000 square feet) shall be permanently installed, and shall require a permit.
H. Temporary signs.

1. **Temporary signs, banners.** Up to two banner signs per site or business shall be permitted in any zoning district, except at residential uses having ten dwelling units or less. Such banners shall be attached to an existing freestanding sign structure or to a legally permitted structure or building. The maximum area of each banner shall not exceed 48 square feet. The maximum period for display shall not exceed 14 days per permit.

2. **Temporary signs, cold-air inflatable.** One cold-air inflatable sign per site shall be permitted in commercial corridor, downtown, and suburban center districts. Signs attached to or integrated into inflatable devices shall not exceed 150 square feet. The actual inflatable device shall not exceed 25 feet in any dimension and shall be firmly attached to the ground. The maximum period for display shall not exceed ten days per permit.

3. **Temporary signs, freestanding.** One freestanding temporary sign per site shall be permitted in any zoning district except at residential uses having ten dwelling units or less. Such signs shall have a maximum height of eight feet and a maximum area of 48 square feet. The maximum period for display shall not exceed 30 days per permit.

4. **Temporary signs, wind feather.** In lieu of a temporary freestanding sign or a temporary banner, one wind feather sign per site or business shall be permitted in any zoning district except at residential uses having ten dwelling units or less. Such signs shall have a maximum height of 15 feet. The maximum period for display shall not exceed 30 days per permit.

5. **Temporary signs, one-way frontage roads.** Additional freestanding temporary signs shall be allowed on properties that front on one-way frontage roads, subject to all other provisions of this Code. A maximum of two temporary signs shall be permitted on properties with lot frontages of 100 feet or less. One additional temporary sign shall be permitted for each additional 100 feet or portion thereof of lot frontage (for example, a maximum of three temporary signs shall be permitted for properties with lot frontages more than 100 feet up to 200 feet, and a maximum of four temporary signs shall be permitted for properties with lot frontages more than 200 feet up to 300 feet). Such signs shall have a maximum height of eight feet and a maximum area of 48 square feet. These additional signs shall be allowed on weekends, holidays and twice a year for special events which not exceed seven days per permit.

6. **Frequency.** The use of temporary signs shall be restricted to four times per calendar year per site, per business, regardless of the type of sign displayed unless greater restrictions are set forth herein for a temporary sign. A display of temporary signs may consist of any combination of the types of temporary signs listed above; provided, that the maximum period for displays of a sign type shall not be exceeded.

II. Digital or electronic off-premise signs. Digital or electronic off-premise signs shall only be allowed in conjunction with an approved enforceable agreement that provides for a reduction in the number of off-premise signs in the City, as authorized pursuant to F.S. § 70.20 (2009), of the Bert J. Harris, Jr. Private Property Rights Protection Act. The City may enter into such consensual agreements with sign owners for the removal, reconstruction, and construction of signs. If (a) Section 16.40.120.15(1)(12) (providing for the permanent removal of a minimum of ten static off-premise signs in exchange for the conversion of one remaining sign face to a digital or electronic sign, with affected signs to be designated by agreement, and providing for public service and City-sponsored messages on the digital or electronic sign(s)) of this section is declared invalid, illegal, or unenforceable by a final court order from a court of competent jurisdiction, or (b) any other portion of this section is declared invalid, illegal, or unenforceable by a final order from a court of competent jurisdiction and such court order specifically requires the removal of any digital or electronic off-premise sign constructed in accordance with this section, then, upon such court order becoming final and non-appealable, (i) the authorization for any digital or electronic off-premise sign allowed by this subsection and implemented through an agreement entered into pursuant to this section shall immediately be illegal and null and void; (ii) any digital or electronic off-premise sign that has been constructed pursuant to this subsection of the City Code shall become illegal and, within 30 days of the expiration of the date the order becomes final and non-appealable, must be either demolished and removed at the expense of the sign owner or converted to a static sign at the expense of the sign owner; (iii) any static off-premise signs that were removed in order to construct digital or electronic off-premise signs may be rebuilt, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and compliance with the Florida Building Code, and provided that the following conditions are met: (1) the only static off-premise signs that may be rebuilt are those on Federal Aid Primary (FAP) roadways;
if the court order described in this subsection becomes final and non-appealable within five years of the effective date of the ordinance codified in this section, the sign owner shall not rebuild more than 50 percent of the static off-premise signs previously removed under this section and associated agreements; (3) if the court order becomes final and appealable between five years and ten years after the effective date of the ordinance, the sign owner shall not rebuild more than 25 percent of the static off-premise signs previously removed under this section and associated agreements; (4) if the court order becomes final and appealable ten years or more after the effective date of the ordinance, the sign owner shall not rebuild any static off-premise sign previously removed under this section and associated agreements; and (5) any static off-premise sign rebuilt under this subsection shall be classified as a legally nonconforming off-premise sign; and (iv) this subsection of the City Code shall become void and repealed. Digital or electronic off-premise signs shall be permitted, constructed, and operated in accordance with the following standards:

1. **Locations.** Digital or electronic off-premise signs shall only be allowed within 100 feet of the right-of-way of the interstate, including the downtown feeders. Digital or electronic off-premise signs are prohibited on the same site as a National Register or locally designated historic structure or within a National Register or locally designated historic district. Digital or electronic off-premise signs are prohibited within 500 feet of a National Register or locally designated historic structure, except where an interstate highway or feeder separates the digital or electronic off-premise sign from the National Register or locally designated historic structure. Digital or electronic off-premise signs are also prohibited within 500 feet of residentially zoned property as defined in this chapter. Distance requirements shall be measured from the leading edge of the digital or electronic sign face to the closest property line of the residentially zoned property.

2. **Separation.** Digital or electronic off-premise signs shall be spaced so that a driver cannot read more than one digital or electronic off-premise sign face at the same time, regardless of ownership. Digital or electronic off-premise signs shall be oriented to face traffic on the interstate or feeder right-of-way. A digital or electronic off-premise sign shall be at least 2,500 feet from any other digital or electronic off-premise sign facing the same direction on the same roadway, regardless of ownership. Such distance shall be measured along the centerline of the abutting roadway.

3. **Size.** The sign face of each sign shall not exceed 14 feet and 1½ inches in height and 48 feet and 2½ inches in width. The area of any border shall be included in the area of the sign face. Such a border shall be black, with no illumination and no writing or symbols other than the identification (name and/or logo) of the sign owner.

4. **Height.** The maximum height shall be 25 feet or the height of the existing static billboard that is being replaced, whichever is greater. The height of each existing static billboard to be replaced with a digital or electronic off-premise sign shall be subject to verification by the City prior to the existing billboard being altered, demolished, removed, or converted. The maximum height shall be measured to the highest point of the sign or sign structure, including any border or extensions. If the sign is on a parcel contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road. Structures upon which digital or electronic off-premise signs will be located may be constructed or reconstructed, as applicable, to support and allow the incorporation of the digital or electronic off-premise signs. This includes permitting construction or reconstruction that meets the current building department standards of wind load and the building code.

5. **The dwell time, defined as the interval of change between each individual message, shall be at least ten seconds. Any change of message shall be completed instantaneously. The dwell time shall not include the time required to change a message. There shall be no special effects between messages.**

6. **Consecutive messages on a single electronic changeable message sign face (digital slots) are prohibited when the second message answers a textual question posed on the prior slot, continues or completes a sentence started on the prior slot, or continues or completes a story line started on the prior slot. Nothing in this subsection shall prohibit consecutive messages by the same advertiser or consecutive messages for the same product provided that the second of such advertisements does not
answer a textual question posed in the first advertisement, continue or complete a sentence started on
the first advertisement, or continue or complete a story line started on the prior slot. For example,
consecutive advertisements by a single grocery store advertising the same or multiple products are
permitted provided that such advertisements do not answer textual questions, continue or complete a
sentence from one slot to the next slot, or continue or complete a story line from one slot to the next
slot.

7. The message shall be static. There shall be no animation, flashing, scintillating lighting, movement,
or the varying of light intensity during the message. Messages shall not scroll and shall not give any
appearance or optical illusion of movement.

8. Each sign shall have a light sensing device to adjust brightness as ambient light conditions change in
order to insure that the message meets the following brightness standards.

The maximum brightness shall be 0.3 foot candles above the ambient light measured 150 feet
perpendicular from the face of a sign that is less than or equal to 300.0 square feet in area, 200 feet
perpendicular from the face of a sign that is greater than 300.0 square feet in area but less than or equal
to 378.0 square feet in area, and 250 feet perpendicular from the face of a sign that is greater than 378.0
square feet in area.

9. The sign face shall not display light that is of such intensity or brilliance to cause glare or otherwise
impair the vision of a driver. No sign shall display light of such intensity that it interferes with the
effectiveness of an official traffic sign, signal or device. Any violation of this section will result in the City
requiring the sign owner to turn the sign off or show a "full black" image until the sign can be brought
into compliance.

10. The sign shall have a default mechanism or setting that will cause the sign to turn off or show a "full
black" image if a visible malfunction or failure occurs.

11. The sign shall not be configured to resemble a warning or danger signal. The sign shall not resemble or
simulate any lights or official signage used to control traffic.

12. Prior to the issuance of a permit for construction of the digital or electronic off-premise sign, the operator
of the sign shall enter into an agreement with the City in accordance with F.S. § 70.20. The agreement
shall specify which existing billboard faces shall be permanently removed and the location(s) of the
requested digital or electronic off-premise sign faces. A minimum of ten existing billboard faces shall be
permanently removed for each digital or electronic off-premise sign face requested to be approved. All
sign faces must be removed from an existing structure in order for each removed face to qualify as a
removed sign. The agreement shall require approval by City Council. The agreement shall also provide
for public service announcements on a regular basis without charge. Such announcements shall be
provided regularly throughout the day and year as specified in the agreement and shall include
messages of significant public interest related to safety and traffic matters (e.g. Amber Alerts, Cop Killer
Alerts, and hurricane evacuation notices) and messages related to City-sponsored and co-sponsored
events.

13. Upon completion of the demolition, removal, and disposal of any existing sign that is conforming or
nonconforming under the Land Development Regulations and that is not replaced by a replacement sign
as authorized in an agreement with the City in accordance with F.S. § 70.20, the property upon which
the conforming or nonconforming sign was located shall no longer include off-premise signs as a
permitted structure except as otherwise expressly authorized by such agreement with the City.

14. Prior to the issuance of a permit for a sign, the applicant shall provide a letter or other written
documentation from the State of Florida stating that either the proposed sign is not subject to State
regulation, complies with applicable State regulations, or will comply as proposed with applicable State
regulations.

15. No variances may be granted that would alter any of the provisions of this Section.

16. This subsection l of Section 16.40.120.15 shall terminate and be of no further force and effect as of the
20th anniversary of the effective date of the ordinance codified in this section. Any agreement entered
into between the City and a sign owner pursuant to this subsection l of Section 16.40.120.15 and F.S.
§ 70.20 shall also terminate and be of no further force and effect as of the 20th anniversary of the

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effective date of the ordinance. On such 20th anniversary, the sign owner, at its own expense, (i) shall convert any digital or electronic off-premise signs into static off-premise signs, which shall be classified as legally nonconforming off-premise signs or (ii) shall demolish any digital or electronic off-premises signs, remove all debris from the properties upon which such signs are located, and dispose of same in accordance with applicable regulations. The replacement of a digital sign face with a static sign face shall be deemed an acceptable improvement to or alteration of a nonconforming structure or use under this Code.

17. In connection with the City's issuance of a notice of violation or other process pursuant to Chapter 9 of the City Code, by which the City seeks to enforce the provisions of this section related to an alleged violation of the lighting standards, brightness standards, message sequencing, or minimum message dwell time standards established in this section, six hours shall be deemed a reasonable time for the owner or operator to cure a first-time alleged violation. Any time period in which the digital or electronic changeable message display is turned off while the owner or operator attempts to address or cure the alleged violation shall toll the running of the six-hour period. The fine for a violation of any provision of this section pertaining to a digital or electronic off-premise sign shall be not less than $1,000.00 per day for the first violation, $2,500.00 per day for the second violation, and $5,000.00 per day for the third and subsequent violations.


16.40.120.16. - Design requirements.

All signs except temporary signs and off-premises signs shall be subject to the design requirements below:

1. Freestanding signs. Signs shall be designed to complement the architectural design of the building, utilizing the same materials, colors, finishes, and details. In addition to color, freestanding signs shall incorporate at least one additional element (such as, but not necessarily limited to, building material or architectural feature) to reflect the architectural design of the building.

2. Freestanding monument signs. All signs of ten feet in height or less shall be designed as monument signs. The materials, finishes and colors of the base shall match the architectural design of the building. In lieu of a monument base, any combination of landscaping of sufficient density and maturity at the time of planting may be used to achieve the same opacity as would have been achieved with the monument base.

3. Tenant panels in freestanding signs. All tenant panels in freestanding signs, including those added to existing sign structures, shall be constructed of the same materials and illuminated by the same method. Panels added to existing signs shall match the existing panels with respect to their color, materials and illumination.

4. Landscaping. All freestanding and monument signs shall be landscaped around the base of the sign structure. Landscaping (e.g., ornamental trees, shrubs, and ornamental plants) shall meet the requirements for foundation landscaping as prescribed by this Code.

5. Wall signs. Wall signs shall not be installed in a manner that detracts from the architectural design of a building. Wall signs shall not be installed over windows, doors, or other types of fenestration.

6. Wall signs for multi-tenant developments. Wall signs installed within a development having three or more tenant spaces shall be consistent with a uniform sign plan for the development. The uniform sign plan shall demonstrate that the signs will be consistent with each other with respect to size, materials, method of illumination and, for wall signs, method of attachment.

7. Illumination of signs adjacent to single-family uses. No wall or freestanding sign located within 50 feet of a property with a single-family use or zoned for a single-family use shall be internally illuminated.
8. **Three-dimensional signs.** An on-premises sign may be in the shape of a three-dimensional object or may include one or more three-dimensional extensions.

   a. Three-dimensional signs shall conform in all respects to the required height, area, location and numerical requirements of this section.

   b. The area of a three-dimensional sign shall be determined by drawing a square, rectangle, parallelogram, triangle, circle or semi-circle, the sides of which touch the extreme points or edges of the projected image of the sign and multiplying that area by two. The "projected image" is that image created by tracing the largest possible two-dimensional outline of the sign.

   c. The three-dimensional sign shall be located so that no sign or portion thereof is within a public pedestrian easement or extends beyond the property line of the premises on which such sign is located into the right-of-way unless the sign is attached to the face of the building and located at least eight feet above grade.

(Code 1992, § 16.40.120.16; Ord. No. 985-G, § 55, 7-15-2010; Ord. No. 52-H, § 12, 11-1-2012)

16.40.120.17. - Number, area, height, and placement requirements.

The following rules shall apply to the following types of signs:

1. **Freestanding signs.**

   a. **Number.** No more than one freestanding sign shall be permitted within any yard, unless such yard has a minimum frontage of 500 feet. In such case, a second freestanding sign may be permitted provided the signs are placed a minimum of 300 feet apart.

      This provision shall not be applicable when other provisions of this sign code which allow more than one sign in any yard are utilized.

   b. **Height.** The height of a sign shall be measured from the finished grade of the yard in which the sign is located to the top of the sign structure or sign. If the sign is on a parcel contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road.

   c. **Placement.**

      (1) **Visibility triangle and visual clearance.** All freestanding signs shall be installed in compliance with requirements for sight clearance and visibility triangles, as prescribed by this Code, or any additional requirements of any county, state, or federal agency having regulations related to the placement of structures adjacent to roadways under their jurisdiction.

      (2) **Yards.** The primary freestanding sign shall be installed within the yard abutting the roadway having the highest classification or use, regardless of which yard is defined as the legal front yard.

      (3) **Setbacks.** Minimum setbacks for freestanding signs shall be as follows:

         (a) Zero feet for signs that are six feet in height or less.

         (b) Three feet for signs that are ten feet in height or less, but greater than six feet in height.

         (c) Five feet for signs that are 15 feet in height or less, but greater than ten feet in height.

         (d) Ten feet for signs that are greater than 15 feet in height.

      (4) **Intersections.** No more than one freestanding sign shall be installed within 25 feet of a street intersection. If the property within 25 feet of an intersection is not under common ownership,
the first freestanding sign to be lawfully erected within 25 feet of the intersection shall preclude the erection of a second freestanding sign within 25 feet of the intersection.

(5) **Conflicts.** The POD shall have authority to grant minor variances to the required locations and setbacks for freestanding signs to address specific site conflicts that might result from existing trees, overhead utilities, or other site conditions. Applicants for such variances shall be required to demonstrate compliance with the criteria for granting of variances as prescribed by this Code. Such variance shall be granted only after a finding by the POD that such variance does not negatively affect the public health, safety, or welfare.

d. **Signs for properties with multiple street frontages.** For lots having more than one street frontage, one additional freestanding sign shall be allowed for each additional street frontage. The sign face area and height allowed shall be a percentage of the primary sign face area and height based on the classification of the non-primary frontage roadway as shown on the future major streets map of the Comprehensive Plan, and as outlined in the table below:

<table>
<thead>
<tr>
<th>Nonprimary Frontage Classification</th>
<th>Percent of Primary Sign Face</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arterial</td>
<td>100 percent</td>
</tr>
<tr>
<td>Collector</td>
<td>75 percent</td>
</tr>
<tr>
<td>All others</td>
<td>50 percent</td>
</tr>
</tbody>
</table>

2. **Wall signs.**

a. **Number.** There shall be no limit to the number of wall signs on any one wall provided that the total sign area of such signs does not exceed the maximum allowable area for wall signs.

b. **Area calculation.** The maximum allowable area for wall signs shall be calculated using the front foot measurement along the building frontage. For lots having more than one street frontage, sign area calculations shall be allocated to each building facade facing an abutting street.

c. **Height.** The height of a wall sign attached to a one-story building shall not exceed the allowable height of the building or the lowest part of the roof, whichever is lower. For two-story buildings, wall signs shall be permitted on the same floor or fascia as the business to be identified. Except as otherwise permitted by this sign code, no wall signs shall be permitted above the third floor.

d. **Placement.** The placement of wall signs shall be permitted as follows:

(1) On the primary building facade facing the abutting street of the highest classification or use.

(2) On each side of a building that faces other streets if the property has multiple street frontages.

(3) On any secondary building facade containing the main building entrance.

(4) On any other building facade that has a fully finished architectural treatment matching other facades of the building, provided that the area of such signage shall be deducted from the maximum allowable area for all wall signs.

e. **Over rights-of-way.** A wall sign within the downtown districts and traditional commercial corridors may be permitted to extend over the right-of-way, provided that the City shall have approved a minor easement permit for the sign.

f. **Signs for properties with multiple street frontages.** For a property having more than one street frontage, one additional wall sign shall be allowed for each additional street frontage. The sign face

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area allowed shall be a percentage of the primary sign face area based on the classification of the non-primary frontage roadway as shown on the future major streets map of the Comprehensive Plan, and as outlined in the table below:

<table>
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<th>Percent of Primary Sign Face Area</th>
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<td>50 percent</td>
</tr>
</tbody>
</table>

(Code 1992, § 16.40.120.17; Ord. No. 123-H, § 5, 8-28-2014)

16.40.120.18. - Procedures.

A. **Permitting, variances and appeals.** See the application and procedures section.

B. **Enforcement.**

1. The erection, display, construction, maintenance, or use of any sign in any manner contrary to the requirements of this sign code shall be deemed a violation of the municipal code, punishable by fine or imprisonment as provided by section 1-7 or by the imposition of fines and liens as provided by section 9-29, or by such other remedies as are available to the City. Each day that a violation continues to occur shall be deemed a separate violation.

2. Any prohibited sign shall be removed from publicly-owned lands and rights-of-way upon demand by the City. Nothing shall prohibit a duly authorized officer or employee of the City from removing a sign from public property.

C. **Illegal signs.** Signs that existed on February 6, 1992, that were not in conformance with the Codes and ordinances at the time they were constructed are illegal signs and shall conform with this sign code or be removed. Signs which were constructed without a permit but which are currently lawful may remain if the owner demonstrates that the sign was or became lawful, provides an engineering certification that the sign is constructed according to Florida Building Codes, and obtains an after the fact permit.

(Code 1992, § 16.40.120.18; Ord. No. 893-G, § 6(16.40.120.18), 9-4-2008)

16.40.120.19. - Definitions.

As used herein, the following terms shall have the following meanings unless the context in which a term is used clearly indicates a different meaning:

**Advertising** means any form of public announcement intended to aid, directly or indirectly, in the sale, use, or promotion of a product, commodity, service, activity, or entertainment.

**A-frame sign** means a non-illuminated incidental freestanding portable sign which is ordinarily in the shape of an "A" or some variation thereof. For purposes of this sign code, such signs shall also include, but not be limited to, pedestal signs and sandwich board signs.

**Animated sign** means any sign which includes action, motion, the optical illusion of action or motion or color changes of all or any part of the sign face, requiring electrical energy or set in motion by movement of the atmosphere or a sign made up of a series of sections that turn and stop to show two or more pictures or messages.
in the copy area. The term "animated sign" does not include signs which display time of day, temperature, or both, and does not include electronic message center signs or tri-vision signs.

Artwork means drawings, pictures, symbols, paintings (including the painting of patterns or designs) or sculpture, which does not in any way include a company or corporate logo or text identifying any product, service or business sold or available on the premises.

Awning sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic or structural protective cover over a door, entrance, window, or outdoor service area.

Banner means any sign of fabric or similar material that is mounted to a pole, a wire, a fence, a structure or a building at one or more edges. Flags shall not be considered banners.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which is intended to attract or divert attention. However, the term "beacon" does not include any kind of lighting device which is required or necessary under the safety regulations prescribed by the Federal Aviation Administration or similar agencies.

Bench sign/bus shelter sign means a bench or bus shelter upon which a sign is drawn, painted, printed, or otherwise affixed thereto.

Building frontage, for purposes of this sign code, means the single facade of a building abutting a street or containing the primary building entrance. For multi-tenant buildings where each tenant has its own entrance, the term "building frontage" means the single facade of each tenant.

Business establishment means any individual person, nonprofit organization, partnership, corporation, other organization or legal entity which has paid, or is required to pay, the business tax and which occupies distinct and separate physical space.

Changeable copy (or changeable message) sign means a portion of a sign upon which the message copy may be changed manually through the utilization of attachable letters, numbers, symbols, and other similar characteristics.

Construction or construction/contractor sign means any sign giving the name and other identifying information of principal contractors, architects, or lending institutions responsible for construction on the site where the sign is placed, together with other information included thereon.

Damaged sign means a sign missing more than 25 percent of the sign structure, or missing more than 25 percent of the area of a sign face, or having suffered damage to one or more structural support elements such that the sign is at risk of imminent collapse.

Digital or electronic off-premises sign means an off-premise sign utilizing digital message technology, capable of changing the static message or copy on the sign electronically.

Directional sign, or directory sign any sign which exclusively contains information providing direction or location to any object, place, or area. The term includes, but is not limited to, a sign indicating an avenue of ingress or egress and a sign listing the occupants of a property and their office or suite numbers. Double-faced sign means a sign which has two display surfaces backed against the same background, one face of which is designed to be
seen from one direction and the other from the opposite direction, every point on each face being either in contact with the other face or in contact with the same background.

*Electronic message center sign* means a sign by which the message copy may be electronically changed and controlled. The term includes, but is not limited to, time and temperature signs.

*Employment sign* means a sign that advertises job openings, company hiring, or specific employment opportunities or positions.

*Erect* means to build, construct, attach, hang, place, suspend or affix.

*Flag* means any fabric, banner or bunting containing distinct colors, patterns or symbols, which is used or may be used as a symbol of a government, political subdivision, corporation, business, or other entity. A flag may also be used to express symbolic speech or for decorative purposes. For the purpose of these regulations, the message expressed by a flag shall not be relevant to the display of the flag.

*Free speech sign* means a sign used to exercise the First Amendment right to free speech by expressing any lawful non-commercial message.

*Freestanding sign* means any sign supported by a structure or support that is placed on or anchored in the ground and that is structurally independent of any building or other structure.

![Image of a freestanding sign](image.png)

*Frontage* means the length of the street boundary line for a parcel which runs coterminus with the boundary of an adjoining parcel. The measurement includes utility and drainage easements but does not include alleys or public ingress-egress easements.

*Ground level* means the finish grade of a parcel of land exclusive of any filling, berming, mounding or excavating solely for the purpose of locating a sign. Ground level on marina docks or floating structures shall be the finish grade of the landward portion of the adjoining parcel.

*Height* means the vertical distance to the highest point of a sign, measured from ground level nearest the base of the sign or from another point such as the crown of a road if a measurement from such starting point is required by this sign code.

*Human sign* means a sign held or worn by a human being for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product.

*Identification sign* means any sign which indicates no more than the name, address, company logo and occupation or function of an establishment or premises.

![Image of a human sign](image.png)

*Integral roof sign* means any sign erected or constructed as an integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches. Any integral portion of the roof shall not extend more than five feet above the structural roof.

*Large facility sign* means a sign erected on a site consisting of 20 acres or more and which contains an arena, theater, or other place of public assembly with 20,000 seats or more fixed seats.

*Linear front foot* means a measurement of the horizontal length of the wall upon which a wall sign is attached.
**Maintenance** means the replacing, repairing or repainting of a sign structure or any portion of a sign structure, including but not limited to changing or renewing copy which has been made unusable by ordinary wear or weather or accident. The term "maintenance" does not include changing the message on a changeable copy sign.

**Menu sign for drive-through establishments** means a product sign placed so as to be viewed from a drive-through lane, containing only a listing of products, with prices, offered for sale by the business. A menu sign provides a mechanism for ordering products while viewing the sign.

**Monument sign** means a sign that is erected on an opaque base having a width equal to or greater than 75 percent of the width of the sign for the entire vertical dimension of the base. If the width of the base is less than 75 percent of the width of the sign, the sign is a pole sign.

**Multifamily use** means any building having a residential use comprised of more than one family dwelling unit.

**Nonconforming sign** means any sign that does not conform to the requirements of this section. Prohibited signs are not nonconforming signs.

**Off-premises sign** means any sign identifying or advertising a product, business, person, activity, condition, or service not located or available on the same parcel of property where the sign is installed and maintained.

**On-premises sign** means any sign which identifies a use, business or advertises a product for sale or service to be rendered on the parcel of property where the sign is located.

**Pennant/streamer** means any series of small flag-like or streamer-like pieces of cloth, plastic or paper, or similar material attached in a row to any staff, cord, building, or at only one or two edges, the remainder hanging loosely.

**POD** see chapter 1.

**Pole sign** means a sign attached to a pole or mast that is not attached to a building.

**Political sign** means any sign which constitutes a political advertisement which the primary purpose is related to the candidacy of any person for public office or any issue which has been submitted for referendum approval.

**Portable sign** means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, any sign designed to be transported by means of wheels. The term "portable sign" includes, but is not limited to, an A-frame sign, a menu sign, a sandwich board sign, and a balloon or other inflatable device used for communicating a message.

**Projecting sign** means any sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

**Property** means, unless a different meaning is indicated by the context in which the term is used, real property, or the total land area represented by the outside boundaries of a parcel of land.

**Public/semi-public sign** means:
(1) Any sign erected on-site for a public use or a nonprofit or quasi-public use such as a library, school, church, hospital, or government owned building.

(2) Public/semipublic is a future land use plan classification which includes the following plan categories: preservation, recreation/open space, institutional, and transportation/utility.

The characteristics of these categories shall be used in determining whether or not a use is public/semi-public.

*Real estate sign* means any sign advertising the sale, rental or lease of premises, or part of the premises, on which the sign is displayed.

*Roof sign* means any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure.

*Section* means this sign code and any section, subsection, paragraph, subparagraph or other provision herein, regardless of the organization and numbering of these provisions.

*Shopping or business center* means a group of three or more business establishments with a single architectural plan, with common ownership of property, or cooperative or condominium ownership.

*Sign* means any device, fixture, placard, structure or representation that uses any color, form, graphic, illumination, or writing to advertise, attract attention, announce the existence of, or identify the purpose of a person, entity, product or service or to communicate information of any kind to the public.

*Sign area* means the total area of a sign face. Sign area shall include the background and frame of a sign structure and any borders or extensions, but not the structural supporting elements outside of its frame or extensions. Where a sign is composed of skeletal letters, characters, or symbols applied to a wall or other background that is not a part of the sign, the area of the sign shall be the area of the smallest rectangle, square, triangle, circle, or other geometric figure that will enclose the whole group of letters, characters and symbols. Where a sign is built with two faces back-to-back, the area of the sign shall be the larger of the areas of the two faces computed as herein before specified. In the case of a three-sided sign forming a triangle with sign faces on each side, sign area shall be calculated as 1½ times the largest face. In the case of a four-faced sign forming a square with sign faces on each side, sign area shall be calculated as two times the largest face.

*Sign face* means any plane, surface, curve or other area upon which appears the letters, characters and symbols composing the sign message, and the background of the letters, characters and symbols.

The total surface of a sign, including the background, frame, border, and any extensions, but not the structural supporting elements outside of the frame or extensions. Where a sign is composed of skeletal letters, characters, or symbols applied to a wall or other background that is not a part of the sign, the face of the sign shall be the area of the smallest rectangle, square, triangle, circle, or other geometric figure that will enclose the whole group of letters, characters and symbols. Background colors that are part of a corporate logo shall be considered a part of the sign face. Where a freestanding sign contains two or more tenant panels on the same side of the sign, the sign face shall include all of the tenant panels including framing.

*Sign structure* means any structure which is designed specifically for the purpose of supporting a sign, whether or not the structure is presently supporting a sign. The term "sign structure" does not include any decorative covers, braces, wires, supports, or components attached to or placed around the sign structure when designed to meet the design requirements of this sign code.
Snipe sign means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to a tree, pole, fence, public bench, street light pole, or other object, or on any public property or within the right-of-way.

Street means a public right-of-way used for vehicular and pedestrian traffic. The term "street" includes, but is not limited to, an alley.

Subdivision sign means a sign which contains only the name of a platted subdivision or other residential development.

Temporary approved sign means a sign approved by the POD for up to 45 days when an applicant demonstrates a hardship while applying for a variance from this sign code.

Tenant panel means one of two or more sign panels on the same side of a freestanding sign, each of which typically (but not necessarily) represents one business or other use on the site, all of which collectively form the sign face.

Tri-vision sign means a sign which contains a number of triangular tubes, called prisms, standing upright and kept in place by a frame. Advertising copy is painted or affixed to the prisms and the sign thereby can separately display three different messages. The prisms that stand closely together are turned simultaneously by a smooth movement at determined intervals. The advertising message on a tri-vision sign is stationary for determined intervals.

Umbrella sign means a sign printed on an umbrella used by a legal outdoor eating and drinking establishment, pushcart, or sidewalk vendor which is made of lightweight fabric or similar material.

Vehicle sign means a sign attached to or placed upon a vehicle or a boat, camper, or trailer, permanently or temporarily, or which is constructed as an integral component of a vehicle, boat, camper, or trailer. A vehicle sign will be a prohibited sign or exempt from this sign code depending upon the location and usage of the vehicle sign, as set forth more particularly in this sign code. Provided, however, that the term "vehicle sign" does not include any sign which is required by any unit of government, nor does the term "vehicle sign" include a single sign that is placed upon a single vehicle, camper, or trailer at the residence of the owner or a boat where lawfully docked to advertise that such is for sale.
Wall sign means any sign attached to, on, or supported by any part of a building (e.g., walls, integral roof, awning, windows, or canopy) which encloses or covers usable space.

Warning sign means a sign that warns of a dangerous condition on a parcel of property or that posts the property parking, trespassing, hunting, fishing, swimming, or other activity, or that gives notice to the public of information required by law regarding the towing of motor vehicles, provided that such sign does not carry any commercial message or identification except the name, address, and telephone number of the property owner.

Waterside identification sign means a sign intended to identify a residential complex, single business property or shopping center, and intended to be viewed only from the waters of the Gulf of Mexico, Tampa Bay, the Intracoastal Waterway or any other bays, rivers, lakes and waterways.

Wind feather sign means a type of temporary lightweight sign comprised of a frame pole and/or base which may be made of metal, plastic or any other substance, to which a vinyl, nylon, canvas, polyester, or other type of fabric, sign is attached.

Window sign means a sign located on a window or within a building or other enclosed structure and which is visible from the exterior through the window or any other opening.


16.40.120.20. - Computation of dimensions.

A. Computation of sign area. See the definition of "sign area" in the definitions section, and specific provisions for measuring the area of sign types in this sign code. The following is for signs:
The following is for banner signs:
B. Computation of sign height. See the definition of "height," in section 16.40.120.19, and specific provisions for measuring the height of sign types in this sign code.

C. Computation of visual clearance and sight triangle. To ensure adequate visibility at intersections sign placement shall comply with the requirements of the visibility at intersections section or the criteria of the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, whichever is the stricter.

(Code 1992, § 16.40.120.19.3; Ord. No. 985-G, §§ 56, 57, 7-15-2010)
City of St. Petersburg
Public Services & Infrastructure Committee
March 14, 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, Council Member Brandi Gabbard, Deputy Mayor/City Administrator Dr. Kanika Tomalin, City Attorney Jackie Kovilaritch, Planning & Development Review Services Director Liz Abernethy, City Zoning Official Jennifer Bryla, Assistant City Attorney Heather Judd, City Development Administrator Alan DeLisle, Engineering & Capital Improvement Director Brejesh Prayman, Transportation Manager Cheryl Stacks, Enterprise Facilities Manager Chris Ballestra, and Marketing Director Nina Mahmoudi

Support Staff: Jayne Ohlman - City Council Legislative Aide

1. Call to Order – 9:45 AM
2. Approval of Agenda – CM Gerdes moved approval, all members voted in favor.
3. Approval of February 28, 2019 Minutes – CM Gerdes moved approval, all members voted in favor.

New Business for March 14, 2019

a) Proposed Changes to the Sign Code – Jennifer Bryla and Elizabeth Abernethy

Committee Chair Kornell began by clarifying that there would be two parts to the sign code discussion. The first part, a discussion of the necessary changes in light of the Supreme Court’s decision in Reed v. Town of Gilbert. The second part, a continued discussion on the plan for signage at the new St. Pete Pier that was previously discussed at the February 21 City Council meeting.

The City’s Zoning Official, Jenni Bryla explained that the most significant changes to the sign code included the addition of two master charts for freestanding and wall signs, clarification that the code applies if visible from a right-of-way, and the Grandfathered date change from 1992 to 2008. Ms. Bryla explained that the key changes derived from the Supreme Court’s decision in Reed v. Town of Gilbert were the elimination of content-based definitions such as advertising, directional, employment, free speech, identification, menu, public/semi-public, and real estate. As well as the elimination of content-based exemptions such as commemorative, employment, free speech, garage and/or yard sale, identification, menu, political, and real estate. Ms. Bryla explained that there were no changes to electronic message centers, off-premise signs, criteria for size, height, location, or number of on-site signs, or banner/wind feather signs.
CM Montanari expressed concern regarding the recent influx of signage around the city and Ms. Abernethy explained that there has been progress to mitigate that issue. Ms. Abernethy stated that codes compliance has been actively addressing the sign issue through designated staffing. In addition, Ms. Abernethy explained that the changes to the planning and development fee schedule included adjustments that are meant to encourage applications for permanent sign permits, rather than violating codes with temporary signs. CM Montanari inquired how the Council could suggest changes to the draft sign ordinance as presented. Committee Chair Kornell suggested that if Council Members wanted to have a more substantial conversation about the entire sign code, then perhaps the Council should consider a Committee of the Whole so that all Council Members may have input.

CM Gabbard expressed concern with waiting to approve the new ordinance and suggested that the committee move forward with the ordinance as drafted and then ask staff to return with results of how the ordinance is working and address any necessary changes that may arise.

CM Montanari expressed concern with the applicability clause in the new proposed ordinance and explained that he would like to see language that addresses the new St. Pete Pier District and/or navigable waterways.

Chair Gerdes asked what legal boundaries exist should the City choose to address signage on government-owned property differently than publically owned and Assistant City Attorney Heather Judd responded that there is precedent which would prohibit the City from creating exemptions for itself. Chair Gerdes then inquired if it was feasible to create a separate sign code for the Pier District and Ms. Judd stated that she did not recommend that and the more reasonable approach would be to address CM Montanari’s suggestion to revise the applicability section of the draft ordinance.

CM Montanari asked for clarification regarding the definition of the terms “on-premise” vs “off-premise.” Ms. Judd explained that an “on-premises sign” means any sign which identifies a use, business or advertises a product for sale or service to be rendered on the parcel of property where the sign is located. While an “off-premise” sign means any sign identifying or advertising a product, business, person, activity, condition, or service not located or available on the same parcel of property where the sign is installed/maintained. CM Montanari then asked if a digital kiosk would be considered an “on-premise” or “off-premise” and Ms. Judd responded that it depended on the content on the digital screen.

CM Montanari moved to have staff return for further discussion at a Committee of the Whole on April 25 in lieu of the originally scheduled PS&I meeting. All members voted in favor.

**St. Pete Pier District Signage & Wayfinding**

Marketing Director Nina Mahmoudi, Engineering & Capital Improvement Director Brejesh Prayman, and Transportation Manager Cheryl Stacks presented the committee with an update on the St. Pete Pier’s Wayfinding & Signage Master Plan. Ms. Mahmoudi explained that the master plan is meant to guide decision making for the hierarchy and placement of signs; in an overall effort to avoid clutter and maintain architectural consistency. The first phase of the master plan is to conduct a signs needs assessment in
order to identify the necessary signs for the Pier District and then to address the electrical connections needed for illuminated signs. Once the signs are designated into categories and the type and size of each is known, then a finalized detailed design will be mapped out for fabrication details and foundational designs.

CM Montanari inquired what the cost of signage implementation would be and if the budget would cover this. City Development Administrator, Alan DeLisle stated that the cost for signage implementation is included in the budget and was already approved by Council on February 7.

In referencing the illuminated signs, CM Foster inquired how many signs staff expected to be illuminated. The City’s sign consultant, John Scheffel of Associate ArchitecturePlus International, responded that approximately 13 signs would be designed for illumination.

Chair Gerdes made a motion for staff to move forward with the Pier District’s Wayfinding project task order for full City Council approval on April 4. All members voted in favor.

The meeting adjourned at 11:30 AM
The following page(s) contain the backup material for Agenda Item: An ordinance in accordance with section 1.02(c)(5)A., St. Petersburg City Charter, authorizing the restrictions contained in a site dedication dedicating the project area described in exhibit A, attached to the ordinance, at the southeast portion of the Pier Parking Area and adjacent submerged land to the public as a boat access facility for the use and benefit of the general public from the date of execution of the site dedication by the City until March 31, 2041.
Please scroll down to view the backup material.
MEMORANDUM
CITY OF ST. PETERSBURG
FIRST READING

City Council Meeting of June 6, 2019

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

FROM: Chris Ballestra, Director, Downtown Enterprise Facilities Department

SUBJECT: An ordinance in accordance with section 1.02(c)(5)A., St. Petersburg City Charter, authorizing the restrictions contained in a site dedication dedicating the project area described in exhibit A, attached to the ordinance, at the southeast portion of the Pier Parking Area and adjacent submerged land to the public as a boat access facility for the use and benefit of the general public from the date of execution of the site dedication by the City until March 31, 2041.

EXPLANATION: Section 1.02 (c) (5) A of the St. Petersburg City Charter authorizes City Council, by a single ordinance dealing with only a single encumbrance, receiving a public hearing and receiving an affirmative vote for at least six (6) members of City Council, to permit the recording of encumbrances on City park and waterfront property as follows:

Perpetual encumbrances or restrictions for property or portions of property classified as Park or Waterfront property where such restrictions would restrict the property to recreation uses provided such restrictions could be removed by replacing the grant facility and transferring the encumbrance to a new comparable park purchased at City expense or at the option of the Granting Agency repaying the grant money. The City could also accept similar grants having restrictions that are less than perpetual using the same ordinance adoption procedure.

The Pier Parking Area is waterfront property, as identified on the City Charter Park and Waterfront Map, which is subject to Section 1.02, of the St. Petersburg City Charter governing use and disposition of City park and waterfront property. The City of St. Petersburg, Florida ("City") is currently constructing the new St. Pete Pier™ and a project component includes new transient docks and slips to be located in the southeast portion of the Pier Parking Area and adjacent submerged land, and specifically described in Exhibit A ("Project Area"). Florida Fish and Wildlife Conservation Commission ("FFWCC") has awarded the City a grant through its Boating Infrastructure Grant Program for the design and construction of the City of St. Petersburg Municipal Marina Transient Dock and Slips in the amount of $632,000. The grant agreement between the City and FFWCC requires the City to execute a site dedication dedicating the Project Area to the public as a boat access facility for the use and benefit of the general public from the date of execution of the site dedication by the City until March 31, 2041.
RECOMMENDATION: Administration recommends that City Council having a first reading of the attached ordinance and set the public hearing/second reading for June 13, 2019.

ATTACHMENT: Ordinance (including Exhibit A)
AN ORDINANCE IN ACCORDANCE WITH SECTION 1.02(c)(5)A, ST. PETERSBURG CITY CHARTER, AUTHORIZING THE RESTRICTIONS CONTAINED IN A SITE DEDICATION (“SITE DEDICATION”) DEDICATING THE PROJECT AREA DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND A PART OF THIS ORDINANCE (“PROJECT AREA”), AT THE SOUTHEAST PORTION OF THE PIER PARKING AREA AND ADJACENT SUBMERGED LAND TO THE PUBLIC AS A BOAT ACCESS FACILITY FOR THE USE AND BENEFIT OF THE GENERAL PUBLIC FROM THE DATE OF EXECUTION OF THE SITE DEDICATION BY THE CITY UNTIL MARCH 31, 2041, AS A REQUIREMENT FOR RECEIPT OF A GRANT FROM THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (“FFWCC”) PURSUANT TO THE STATE OF FLORIDA, FFWCC AGREEMENT NO. 18233; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SITE DEDICATION FOR THE PROJECT AREA AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. The Pier Parking Area, is waterfront property, as identified on the City Charter Park and Waterfront Map, which is subject to Section 1.02, of the St. Petersburg City Charter governing use and disposition of City park and waterfront property.

Section Two. The City of St. Petersburg, Florida (“City”) is currently constructing the new St. Pete Pier™ and a project component includes new transient docks and slips to be located in the project area described in Exhibit A (“Project Area”) at the southeast portion of the Pier Parking Area and adjacent submerged land.

Section Three. The Florida Fish and Wildlife Conservation Commission (“FFWCC”) has awarded the City a grant through its Boating Infrastructure Grant Program for the design and construction of the City of St. Petersburg Municipal Marina Transient Dock and Slips in the amount of $632,000.

Section Four. The grant agreement between the City and FFWCC requires the City to execute a site dedication (“Site Dedication”) dedicating the Project Area to the public as a boat access facility for the use and benefit for the duration of the grant agreement, which is March 31, 2041.

Section Five. Section 1.02(c)(5)A of the St. Petersburg City Charter provides:
(5) Exception for acceptance of grants. Notwithstanding any other provision of this Charter, the following properties may be encumbered with assurances as to future uses in order to receive grants from governmental agencies upon the approval of City Council by an Ordinance receiving a public hearing and receiving an affirmative vote from at least six members of City Council. Each such encumbrance must be approved by a single ordinance dealing with only that encumbrance:

A.

Perpetual encumbrances or restrictions for property or portions of property classified as Park or Waterfront property where such restrictions would restrict the property to recreation uses provided such restrictions could be removed by replacing the grant facility and transferring the encumbrance to a new comparable park purchased at City expense or at the option of the Granting Agency repaying the grant money. The City could also accept similar grants having restrictions that are less than perpetual using the same ordinance adoption procedure.

Section Six. The new transient docks and slips to be located in the Project Area are for recreational use and the Site Dedication required by FFWCC qualifies for the exemption set forth in Section 1.02(c)(5)A.

Section Seven. The Project Area is dedicated to the public as a boat access facility for the use and benefit of the general public from the date of execution of the Site Dedication by the City until March 31, 2041.

Section Eight. The Mayor or his designee is authorized to execute a Site Dedication for the Project Area for a period ending March 31, 2041, and all other documents necessary to effectuate this Ordinance.

Section Nine. The provisions of this ordinance shall be deemed severable. The unconstitutionality or invalidity of any word, sentence or portion of this ordinance shall not affect the validity of the remaining portions.

Section Ten. 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.

Approvals:

Legal: [Signature]
Admin: [Signature]

Page 2 of 2
DESCRIPTION:
A portion of Water Lots 4 and 5 of PLAT BOOK H1, PAGE 49 of the Public Records of Pinellas County, Florida and a portion of vacated 1st Avenue Northeast; Being more particularly described as follows:

COMMENCE at the intersection of the northerly line of Water Lot 4 and the easterly right-of-way of Bayshore Drive Northeast; thence S89°56'42"E, 1414.29 feet along said northerly line of Water Lot 4; thence S00°03'18"W, 299.54 feet to the POINT OF BEGINNING; thence N90°00'00"E, 341.00 feet; thence S00°00'00"E, 252.09 feet; thence N90°00'00"W, 110.00 feet; thence N00°00'00"E, 160.00 feet; thence N90°00'00"W, 231.00 feet; thence N00°00'00"E, 92.09 feet to the POINT OF BEGINNING.

Containing ±49,001 square feet.

Surveyor's Notes:
1. Purpose of this Description and Sketch is to describe the location of the docks and associated areas along the City Pier.
2. Area described is based on design files provided by Landon, Moree & Associates, Inc. via email on 5/21/2019.
   (Drawing file: 2019-05-21.dwg)
3. Bearings are based on the northerly line of Water Lot 4, per provided design file, being S89°56'42"E.
4. This Description and Sketch does not certify or warranty: title, zoning, easements, or freedom from encumbrances.
5. This Description and Sketch was prepared without the benefit of an abstract of title or boundary survey and may be subject to easements, restrictions, rights-of-way and other matters of record.
6. Existing conditions shown on sketch were provided in design file, this is not a survey.
7. Parcel Information obtained from Pinellas County Property Appraiser.
8. Recorded documents are referenced from Pinellas County Public Records.
9. This Description and Sketch meets the requirements of Chapter 5J-17, Florida Administrative Code.
10. Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
11. Not valid without accompanying sheet(s).
12. Located in City Atlas D-02

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

Docking Area at City Pier

SECTION 19
TOWNSHIP 31 SOUTH
RANGE 17 EAST

DATE: May 22, 2019
SHEET: 1 of 2
Description and Sketch

(NOT A SURVEY)

Line Table

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<td>L8</td>
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<td>N90°00'00&quot;W</td>
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</table>

See sheet 1 for Description, notes, signature and seal.

Docking Area at City Pier

SECTION 19
TOWNSHIP 31 SOUTH
RANGE 17 EAST

DATE: May 22, 2019
SHEET: 2 of 2
The following page(s) contain the backup material for Agenda Item: Ordinance amending the City Code to include specific references to the general penalties provision of City Code Sec. 1-7 throughout several chapters and sections of code.
Please scroll down to view the backup material.
MEMORANDUM
Council Meeting of June 6, 2019

TO: City Council Chair and Members of City Council

FROM: Joseph P. Patner, Executive Assistant City Attorney
       Heather K. Judd, Assistant City Attorney

RE: An ordinance amending the City Code to include specific references to the general penalties provision of City Code Sec. 1-7 throughout several chapters and sections of code

Due to a recent case, Nelson v. State, issued by the Florida Second District Court of Appeals, and upon review by the City Attorney’s Office, the attached ordinance is being presented to Council for review. The Nelson case involved a search that was performed incident to an arrest for a municipal ordinance violation. The search was declared void and thus any charges stemming from the illegal search were therefore invalid. At issue was the lack of specific provision for the ability to arrest a violator in the Code section itself. Our Code provides a general penalty section at 1-7, which does provide for arrests in addition to other penalty options. Though we believe 1-7 to be sufficient, in an abundance of caution language directing persons to 1-7’s applicability are being proposed to be added to various sections for which officer’s may have cause to make an arrest. These sections are generally found in Chapters 3, 8, 19, 20, 25, 26, and 28. A quick reference guide to the changes has been included with the back-up material.

If approved, the Public Hearing date would be June 13, 2019

Attachments: Draft Ordinance
              Reference guide
AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, REVISING THE CITY CODE TO AMEND VARIOUS SECTIONS IN CHAPTERS 3, 8, 19, 20, 26, AND 28 TO ADD SPECIFIC REFERENCES TO THE GENERAL PENALTY PROVISION OF SECTION 1-7; CORRECTING SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

SECTION 1. Section 3-7 of the St. Petersburg City Code is hereby amended to add a new subsection (e) to read as follows:

(e) Penalty. Any person who violates any provision of this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 2. Section 3-8(g) of the St. Petersburg City Code is hereby amended to read as follows:

(g) **Penalty.** The penalty for operating an establishment after midnight without a valid permit, in violation of any provision of this section, or of failing to comply with any condition of a permit, shall be a $500.00 fine. **All other provisions of section 1-7 shall apply to each violation.** The City may initiate any other actions to ensure compliance with this section.

SECTION 3. Section 3-10 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 3-10. - Unlawful activities during prohibited hours.

(a) It shall be unlawful for any person or vendor to sell, offer for sale, serve or dispense alcoholic beverages in any establishment in the City dealing in alcoholic beverages during the prohibited hours as provided in this chapter.

(b) It shall be unlawful for any person or vendor to suffer, permit or allow any establishment dealing in alcoholic beverages to be and remain open for the transaction of any business of any kind whatsoever at any time during the prohibited hours as defined in this chapter.

(c) It shall be unlawful for any person or vendor to enter or to suffer, permit or allow any person to enter any establishment dealing in alcoholic beverages at any time during the prohibited hours.
(d) It shall be unlawful for any person to enter or to be or remain in any establishment dealing in alcoholic beverages at any time during the prohibited hours.

(e) Any person who violates any provision of this section may have a penalty enforced against said person as provided in section 1-7.

(ef) Nothing contained in this chapter shall be construed to prevent a vendor or employee of any establishment dealing in alcoholic beverages from entering, being or remaining in the establishment during prohibited hours when the vendor or employee is actually engaged in closing procedures and duties other than the sale or serving of alcoholic beverages in the establishment, nor shall this chapter be construed to prevent any firefighter or law enforcement officer or POD from entering, being or remaining in the establishment in the performance of their official duties.

(fg) Nothing contained in this chapter shall be construed to prevent any establishment for which the sale of alcoholic beverages is incidental to the principal use (such as, but not limited to, a restaurant, grocery store, or bowling alley) from operating the establishment during the prohibited hours in this section as long as no alcoholic beverages are sold or served during the prohibited hours and that no person shall consume or have in their possession any alcoholic beverage during the prohibited hours while upon the licensed premises.

SECTION 4. Section 3-13(a) of the St. Petersburg City Code is hereby amended to read as follows:

(a) It shall be unlawful for any person under 21 years of age to enter or remain on the licensed premises of an establishment licensed to sell alcoholic beverages for consumption on the premises unaccompanied by a parent or lawful guardian. No person who is a vendor of alcoholic beverages shall allow any person under 21 years of age to enter or remain in the place of business unaccompanied by a parent or lawful guardian. Any person in violation of this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 5. Section 3-14 of the St. Petersburg City Code is hereby amended to add a new subsection (e) to read as follows:

(e) Any person in violation of this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 6. Section 8-331 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 8-331. - Unlawful acts or omissions.
(a) It shall be unlawful for any contractor operating within the City, whether licensed individually by the PCCLB or as a firm and through its officers, directors or qualified representatives, to commit any one or more of the following acts or omissions:

1. To contract or do any work outside the scope of operations of the particular type of contractor for which licensed.

2. Abandon without legal excuse a construction project or operation engaged in or under contract as a contractor.

3. Divert funds or property, received for the execution or completion of a specific construction project or operation or for a specified purpose in the execution or completion of such, to any other use whatsoever.

4. Depart from or disregard in any material respect the plans or specifications of a construction job without the consent of the owner or duly authorized representative.

5. Disregard or violate, in the performance of contracting business, any of the building, safety, health, insurance or worker's compensation laws of the State or provisions of this Florida Building Code or other ordinances of the City.

6. Misrepresent any material fact.

7. Fail to fulfill contractual obligations through inability to pay all creditors for material furnished or work or services performed in the operation of business for which a license is issued.

8. Aid or abet an unlicensed person to evade the provisions of this article or allow such person's license to be used by an unlicensed person or act as an agent, partner or associate of an unlicensed person, with the intent to evade the provisions of this division.

9. Do any willful or fraudulent act as a contractor by which another is substantially injured.

10. Negligence, incompetence or misconduct in the practice of contracting within the meaning of this article.

(b) Any person who violates any provision of this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 7. Section 19-70 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 19-70. - Penalty.

Any person convicted of a violation of section 19-10364 shall be punished by a fine of not less than $250.00 for a first offense, and $500.00 for second and subsequent offenses. Where a minor is found to have violated section 19-10364, the fine imposed by this section for the second
and all subsequent convictions shall be assessed against the minor and such minor's parents or legal guardian. All other provisions of section 1-7 shall apply to each violation.

SECTION 8. Section 20-61(f) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 20-61. - Reckless endangerment, voyeurism and harassment through the use of untethered objects.

(f) Any person who violates any of the provisions of this section shall be subject to a fine of $500.00 or may be sentenced to a definite term of imprisonment not to exceed 60 days. An object may be seized whenever a Police Officer has probable cause to believe that the object was used in a manner constituting a violation of this section. The owner of the offending untethered object may seek its return by requesting an administrative hearing through the City Clerk by 5:00 p.m. on the fifth business day following the seizure and paying an administrative fee of $50.00. Such hearing shall be held within five business days of the POD's receipt of the hearing request, and at said hearing the hearing master shall determine if there was probable cause under the ordinance to seize and impound the untethered object. The burden of proving probable cause is upon the POD. It shall be a defense that the untethered object was stolen or that it was under the control of a person other than the untethered object's owner and the owner was not present at the time the untethered object became subject to seizure and impoundment. The owner shall have the burden of proving this defense by a preponderance of the evidence. If the hearing master determines probable cause for the seizure exists, such untethered object shall be held by the POD during the pendency of any ordinance violation court case brought by the POD under this ordinance. If no probable cause is found, the untethered object shall be returned to the owner within ten days and the administrative fee refunded. If such administrative hearing is not requested, and the ordinance violation case is concluded or no such case is brought by the POD, then the untethered object shall be disposed of under the procedures provided for in F.S. § 705.103. All other provisions of section 1-7 shall apply to each violation.

SECTION 9. Section 20-73(b) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 20-73. - Sleeping, lying or reclining on the rights-of-way during daylight hours.

(b) Prohibitions. It shall be unlawful and a violation of the Code for any person to sleep, lie, or recline in or on any part of the right-of-way, which shall include any public sidewalk in the area from the northern right-of-way of Fifth Avenue North to the southern right-of-way of Fifth Avenue South and the western right-of-way of Sixteenth Street east to Tampa Bay and from the northern right-of-way of First Avenue North to the southern right-of-way of First Avenue South between Thirty-First Street and Sixteenth Street (prohibited zone) during daylight hours. As used herein, "daylight hours" shall mean from sunrise to sunset. Any person who violates this section may have a penalty enforced against said person as provided in section 1-7.
SECTION 10. Section 20-74 of the St. Petersburg City Code is hereby amended to add a new subsection (f) to read as follows:

Sec. 20-74. - Sleeping in or on right-of-way.

(f) After meeting the requirements above, the provisions of section 1-7 shall apply to each violation.

SECTION 11. Section 20-75(b) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 20-75. - Sleeping on right-of-way contiguous to residential property lines.

(b) If a person is found to be sleeping in a right-of-way where sleeping is prohibited by subsection (a) of this section, a Law Enforcement Officer shall request the person to move to an area where sleeping is not prohibited. The person shall not be charged with a violation of this section if the person voluntarily moves from and does not return, within 72 hours, to sleep on any part of any right-of-way, which shall include any public sidewalk, which is contiguous to a residential property line. After meeting the requirements above, the provisions of section 1-7 shall apply to each violation.

SECTION 12. Section 20-76 of the St. Petersburg City Code is hereby amended to add a new subsection (c) to read as follows:

Sec. 20-76. - Placement and use of temporary shelters.

(c) Except as provided above, any person who violates this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 13. Section 20-79 of the St. Petersburg City Code is hereby amended to add a new subsection (e) to read as follows:

Sec. 20-79. - Panhandling.

(e) Any person who violates any provision of this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 14. Section 20-123 of the St. Petersburg City Code is hereby amended to add a new subsection (d) to read as follows:
Sec. 20-123 – Public Urination/Defecation prohibited; exceptions

(d) Any person who violates any provision of this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 15. Section 21-30 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 21-30. - Violations; penalties.

It shall be a violation for any person to violate any provision of this article, or to do or cause to be done an act prohibited by this article, or to aid or assist another in doing or causing to be done, either directly or indirectly, an act prohibited by this article. Any person who violates any provision of this article may have a penalty enforced against said person as provided in section 1-7.

SECTION 16. Section 25-9(b) of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 25-9. – Street Vending

(b) It shall be unlawful to engage in street vending. Any person who violates any provision of this section may have a penalty enforced against said person as provided in section 1-7.

SECTION 17. Section 26-4 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 26-4. - Penalty for violation.

It shall be unlawful for any person to violate any directions, terms or provisions of this chapter or of any regulation established by the use of authorized signs as provided in this chapter. Any person who violates any provision of this article may have a penalty enforced against said person as provided in section 1-7.

SECTION 18. Section 28-2 of the St. Petersburg City Code is hereby amended to read as follows:

Sec. 28-2. - Penalty for violation.

Every officer, agent, or employee of any corporation, and every other person who violates or fails to comply with or who procures, aids, or abets in the violation of any provision of this article shall be guilty of a municipal ordinance violation and may have a penalty enforced upon said person, as provided in section 1-7.
SECTION 19. Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

SECTION 20. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

SECTION 21. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto this Ordinance, in which case this Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to Form:

[Signature]

Assistant City Attorney
<table>
<thead>
<tr>
<th>Ord. Section #</th>
<th>Code Section</th>
<th>Subject</th>
<th>What is being added</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3-7</td>
<td>Unlawful consumption of alcohol on premises/within 500 feet/in ROW</td>
<td>A new subsection (e)</td>
</tr>
<tr>
<td>2</td>
<td>3-8</td>
<td>Permits for extended hours for alcoholic beverage establishments</td>
<td>Subsection (g) is amended to add a sentence</td>
</tr>
<tr>
<td>3</td>
<td>3-10</td>
<td>Unlawful activities during prohibited hours (selling alcohol; remaining in establishment etc.)</td>
<td>Creating new subsection (e) renumbering current (e) &amp; (f) accordingly</td>
</tr>
<tr>
<td>4</td>
<td>3-13</td>
<td>Presence of minors in est. selling alcohol</td>
<td>Subsection (a) amended to add a sentence</td>
</tr>
<tr>
<td>5</td>
<td>3-14</td>
<td>Unlawful exposure of private parts</td>
<td>Creating a new subsection (e)</td>
</tr>
<tr>
<td>6</td>
<td>8-331</td>
<td>Unlawful acts or omissions related to building contractors and licensing</td>
<td>Makes current language subsection (a) and creates a new sub (b)</td>
</tr>
<tr>
<td>7</td>
<td>17-70</td>
<td>Graffiti</td>
<td>Amending incorrect section references; added a sentence</td>
</tr>
<tr>
<td>8</td>
<td>20-61</td>
<td>Untethered objects (drones etc)</td>
<td>Add a sentence to subsection (f)</td>
</tr>
<tr>
<td>9</td>
<td>20-73</td>
<td>Sleeping lying or reclining on the ROW during the day</td>
<td>Add a sentence to subsection (b)</td>
</tr>
<tr>
<td>10</td>
<td>20-74</td>
<td>Sleeping in or on the ROW</td>
<td>Added a new subsection (f)</td>
</tr>
<tr>
<td>11</td>
<td>20-75</td>
<td>Sleeping on ROW continuous to residential property lines</td>
<td>Added a sentence to subsection (b)</td>
</tr>
<tr>
<td>12</td>
<td>20-76</td>
<td>Placement and use of temporary shelters</td>
<td>Added a new subsection (c)</td>
</tr>
<tr>
<td>13</td>
<td>20-79</td>
<td>Panhandling</td>
<td>Added a new subsection (e)</td>
</tr>
<tr>
<td>14</td>
<td>20-123</td>
<td>Public Urination/Defecation</td>
<td>Added a new subsection (d)</td>
</tr>
<tr>
<td>15</td>
<td>21-30</td>
<td>All violations related to Parks</td>
<td>Added a sentence</td>
</tr>
<tr>
<td>16</td>
<td>25-9</td>
<td>Street Vending</td>
<td>Added a sentence to subsection (b)</td>
</tr>
<tr>
<td>17</td>
<td>26-4</td>
<td>For all violations in the traffic and vehicles chapter</td>
<td>Added a sentence</td>
</tr>
<tr>
<td>18</td>
<td>28-2</td>
<td>For all violations of vehicle for hire regulations</td>
<td>added language to the last sentence</td>
</tr>
</tbody>
</table>
The following page(s) contain the backup material for Agenda Item: Private-initiated application (Pasadena Presbyterian Church) requesting to amend the Future Land Use and Official Zoning Map designations for portions of the church property generally located at 100 Pasadena Avenue North (recorded as 111 Pinellas Way North). Future Land Use Map amendments include from I (Institutional) to RU (Residential Urban) and from RU (Residential Urban) to I (Institutional). Official Zoning Map amendments include from NSM-1 (Neighborhood Suburban Multifamily-1) to NT-3 (Neighborhood Traditional-3) and from NT-3 (Neighborhood Traditional-3) to NSM-1 (Neighborhood Suburban Multifamily-1). (City File FLUM-55) Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Meeting of June 6, 2019

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

SUBJECT: City File: FLUM-55: A private-initiated application, submitted by Pasadena Presbyterian Church, requesting amendments to the Future Land Use Map and Official Zoning Map designations for portions of the church property generally located at 100 Pasadena Avenue North (recorded as 111 Pinellas Way North). The purpose of the proposed map amendments is to create single-family home sites.

REQUEST: (A) ORDINANCE _____-L amending the Future Land Use Map designation from I (Institutional) to RU (Residential Urban), or other less intensive use, for one parcel identified as “Area A” (approx. 1.46 acres) on the attached; and amending the Future Land Use Map designation from RU (Residential Urban) to I (Institutional), or other less intensive use, for one parcel identified as “Area B” (approx. 0.17 acres) on the attached;

(B) ORDINANCE _____-Z amending the Official Zoning Map designation from NT-3 (Neighborhood Traditional) to NSM-1 (Neighborhood Suburban Multi-Family), or other less intensive use for two parcels identified as “Area C” (approx. 0.40 acres) and “Area D” (approx. 1.20 acres) on the attached; and amending the Official Zoning Map designation from NSM-1 (Neighborhood Suburban Multi-Family) to NT-3 (Neighborhood Traditional), or other less intensive use for one parcel identified as “Area E” (approx. 0.01 acres) on the attached.

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

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Community Planning & Preservation Commission (CPPC):

On May 14, 2019, the CPPC held a public hearing regarding these amendments, and unanimously voted 6 to 0 recommending APPROVAL.

Recommended City Council Action:

1) CONDUCT the first reading of the proposed ordinance; and
2) SET the second reading and adoption public hearing for June 13, 2019.

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

AN ORDINANCE AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR ONE PARCEL OF PROPERTY LOCATED NEAR THE PASADENA PRESBYTERIAN CHURCH, FROM I (INSTITUTIONAL) TO RU (RESIDENTIAL URBAN); BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR ONE PARCEL OF PROPERTY LOCATED NEAR THE PASADENA PRESBYTERIAN CHURCH, FROM RU (RESIDENTIAL URBAN) TO I (INSTITUTIONAL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

Property

That portion of property currently identified as “Area A” on “Attachment A.”

Land Use Category

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

SECTION 2. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:
Property

That portion of property currently identified as “Area B” on “Attachment A.”

Land Use Category

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

SECTION 3. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as set forth above.

APPROVED AS TO FORM AND SUBSTANCE: FLUM-55 (Land Use)

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

ASSISTANT CITY ATTORNEY

5-23-19

DATE

5/23/19

DATE
ORDINANCE NO. ___-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE OFFICIAL ZONING MAP DESIGNATION FOR TWO PARCELS OF PROPERTY LOCATED NEAR THE PASADENA PRESBYTERIAN CHURCH, FROM NT-3 (NEIGHBORHOOD TRADITIONAL) TO NSM-1 (NEIGHBORHOOD SUBURBAN MULTI-FAMILY); BY CHANGING THE OFFICIAL ZONING MAP DESIGNATION FOR ONE PARCEL OF PROPERTY LOCATED NEAR THE PASADENA PRESBYTERIAN CHURCH, FROM NSM-1 (NEIGHBORHOOD SUBURBAN MULTI-FAMILY) TO NT-3 (NEIGHBORHOOD TRADITIONAL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

Property

That portion of property currently identified as “Area C” and “Area D” on “Attachment A.”

District

From: NT-3 (Neighborhood Traditional)
To: NSM-1 (Neighborhood Suburban Multi-Family)

SECTION 2. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

That portion of property currently identified as “Area E” on “Attachment A.”

District

From: NSM-1 (Neighborhood Suburban Multi-Family)
To: NT-3 (Neighborhood Traditional)
SECTION 3. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan’s Future Land Use Map becomes effective (Ordinance ___-L).

APPROVED AS TO FORM AND SUBSTANCE: FLUM-55 (Zoning)

[Signature]
5.23.19

PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE

[Signature]
5.23.19

ASSISTANT CITY ATTORNEY DATE
a significant element. I want to ensure protection.

Laura Duvekot: I believe the sign has been altered, however I am not sure of the dates of alterations of the scoreboard.

Commissioner Wannemacher: I ask because it is a vertical element.

Commissioner Whiteman: Laura, on the National Register the second paragraph states the City of St. Petersburg is also the County seat of Pinellas County.

Laura Duvekot: The nomination was prepared in part by architectural historians for the Florida Historic Preservation Office. I will forward that comment to them because, that is not accurate.

**MOTION:** Commissioner Michaels moved on approval of the Staff recommendation with correction of the county seat
Commissioner Bell seconded

**VOTE:**

*YES – 7
NO – 0*

*Motion passed by a vote of 7 to 0.*

**E. City File FLUM-55**

Contact Person: Derek Kilborn, 892-7872

**Request:** Private-initiated application to amend the:

- Future Land Use Map from I (Institutional) to RU (Residential Urban) and the Official Zoning Map from NSM-1 (Neighborhood Suburban Multifamily-1) to NT-3 (Neighborhood Traditional-3), for portions of parcels generally located northwest of Pasadena Avenue North and south of Burlington Avenue North.
- Future Land Use Map from RU (Residential Urban) to I (Institutional) and the Official Zoning Map from NT-3 (Neighborhood Traditional-3) to NSM-1 (Neighborhood Suburban Multifamily-1), for a northern portion of 111 Pinellas Way North.

**Staff Presentation**

Derek Kilborn gave a PowerPoint presentation based on the Staff Report.

**Applicant Presentation**

Not present

**Public Hearing**

Lori Hawkshead, 6750 Burlington Ave., N. Oppose

**Cross Examination**

By Administration:

Waived.

By Applicant:

Waived
Rebuttal/Closing Remarks

By Administration:
Waived

By Applicant:
Waived

Executive Session

Commissioner Michaels: I believe Staff has done a good job reviewing this and developing a recommendation. It seems to be well founded and there seems to be a need on the part of the church.

Commissioner Wannemacher: I believe this to be a mutual benefit to the neighborhood as well as the church. Having one side residential homes, it is better to have neighbors, watching out for each other. I think this is beneficial to a residential neighborhood, adding more homes to this neighborhood.

MOTION: Commissioner Winters moved on approval of the Staff recommendation
Commissioner Michaels seconded

VOTE: YES – 7
NO – 0

Motion approved by all present

F. City File LGCP 2019-01 Contact Person: Britton Wilson, 551-3542

Request: City-initiated text amendments to the Comprehensive Plan pertaining to housing initiatives; updating the Coastal High Hazard Area (CHHA) map; and updating the Vision 2020 Special Area Plan (SAP).

Staff Presentation

Britton Wilson gave a PowerPoint presentation based on the Staff Report.

Executive Session

Commissioner Wannemacher: Thank you, I think this is a positive change, how does this affect the parking requirements? Will there be any potential modification or reduction in parking requirements with this Missing Middle category, so that we are not requiring one per one, again wondering if there will be flexibility.

Britton Wilson: Yes Commissioner, following through, after the comprehensive plan text amendments there will be amendments to the Land Development Regulations on the building design side that may look at reducing parking requirements, et cetera.

Commissioner Wannemacher: Thank you.

Derek Kilborn: I will add to that, we are already in the middle of that process. Text amendments to Chapter 16
Staff Report to the St. Petersburg Community Planning & Preservation Commission
Prepared by the Planning & Development Services Department,
Urban Planning and Historic Preservation Division

For Public Hearing on Tuesday, May 14, 2019
at 2:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

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

City File: FLUM-55
Pasadena Presbyterian Church, 100 Pasadena Avenue North

This is a private-initiated application requesting the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the following Future Land Use Map amendment from Institutional (I) to Residential Urban (RU) and RU to I and Official Zoning Map amendment from NT-3 to NSM-1 for a portion of the subject property, as shown.

APPLICANT INFORMATION

APPLICANT: Pasadena Presbyterian Church
Gene Hammond, Elder
Advertised Address: 100 Pasadena Avenue North
Recorded Address: 111 Pinellas Way North
St. Petersburg, Florida 33710
(727) 345-0148

AGENT: George F. Young, Inc.
Catherine Boscoe, Professional Surveyor and Mapper
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33701
CBoscoe@georgefyoun@gmail.com
(727) 822-4317

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

The purpose of the proposed map amendments is to allow for single-family residential development. The proposed map amendment is applicable to only the northern and northeastern, undeveloped portion of the Pasadena Presbyterian Church property as the southern developed portion will remain an operational church designated as Institutional (I) on the Future Land Use map and Public/Semi-Public on the Countywide Plan Map. The map amendment boundary was determined using preliminary plat documents depicting boundary adjustments for two (2) existing, single-family parcels, plus the creation of four (4) new, single-family parcels in conformance with the NT-3 zoning district standards.

**SITE DESCRIPTION**

<table>
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<th>Street Address &amp; Parcel ID No.:</th>
<th>111 Pinellas Way North, 19-31-16-67531-001-0010 (portion of); 6710 Burlington Avenue North, 19-31-16-67500-083-0060; 6720 Burlington Avenue North; 19-31-16-67531-001-0030; 6740 Burlington Avenue North, 19-31-16-67531-001-0020.</th>
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<tr>
<td>Acres:</td>
<td>Approx. 3.25 acres</td>
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<td>Zoning:</td>
<td>Approx. 0.40 acres from NT-3 to NSM-1</td>
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<td></td>
<td>Approx. 1.20 acres from NT-3 to NSM-1</td>
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<td></td>
<td>Approx. 0.01 acres from NSM-1 to NT-3</td>
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<td>Future Land Use:</td>
<td>Approx. 1.46 acres from Institutional to Residential Urban</td>
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<td>Approx. 0.17 acres from Residential Urban to Institutional</td>
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<td>Countywide Plan Map:</td>
<td>Approx. 1.46 acres from Public/Semi-Public to Residential Low Medium</td>
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<tr>
<td></td>
<td>Approx. 0.17 acres from Residential Low Medium to Public/Semi-Public</td>
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<td>Existing Use:</td>
<td>Church Use and vacant, undeveloped</td>
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<td>Surrounding Uses:</td>
<td>North: Single Family Residential</td>
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<td></td>
<td>West: Multi Family Residential</td>
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<td></td>
<td>South: Subject Property, Pasadena Presbyterian Church</td>
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<tr>
<td></td>
<td>East: Multi-Family Residential (Across Pasadena Avenue North)</td>
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<td>Neighborhood Association:</td>
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</tr>
<tr>
<td></td>
<td>Closest association is Pasadena Bear Creek Estates, located 500-feet to East</td>
</tr>
</tbody>
</table>

**BACKGROUND**

The trending combination of decreasing attendance for mainline churches and increasing demand for new residential units has resulted in several recent requests for reducing church site boundaries yielding new infill opportunities for single- and multi-family residential development.

Starting in 2017, Pasadena Presbyterian Church ("Church") began assessing options for contracting their property holdings and creating single-family lots along Burlington Avenue North. Early drafts included boundary adjustments to two existing lots (6710 and 6720 Burlington Avenue North) and the creation of four new lots. Each amended and new single-family lot would meet the minimum lot width (60-feet) and lot area (7,620 square feet) requirements of the surrounding NT-3 (Neighborhood Traditional) zoning district.

At the time of this application, the Church had limited their request to only include map amendments for the existing single-family lots at 6710 and 6720 Burlington Avenue North. This limited request was based on a misunderstanding over the requirements for site plan modification, platting, and public right-of-way improvements. After working with the applicant and agent to clarify their understanding of code requirements, City staff recommended the proposal as presented herein and agreed to by the applicant.
The subject property’s current zoning designation already includes single-family zoning along Burlington Avenue North; however, the land use category reflects the property’s current use as a church or religious institution. The purpose of this application is to replace a portion of the Institutional (I) category with Residential Urban (RU), reflecting the Future Land Use map category that is most consistent with the existing NT-3 zoning designation thereby allowing the eventual sale and redevelopment of single-family lots.

While making changes to accommodate the creation of single-family lots, additional map amendments will help unify the zoning and land use map categories for the remaining balance of the Church property. The Church will continue to operate on the southern portion of the site and shall retain use of the Institutional (I) Future Land Use Map category and Public/Semi-Public Countywide Plan Map category. Any future attempt to redevelop the remaining portion of the church property will likely require a Future Land Use and Countywide Plan Map amendment.

The current zoning has been in place since September 2007, following the implementation of the City’s Vision 2020 Plan, the Citywide rezoning and update of the Land Development Regulations (LDRs). From 1977 to 2007, the subject property was zoned RM 12/15 (Residential Multi-Family) and RS-100 (Residential Single-Family).

Vehicle access to the Church property will not be impacted by the proposed map amendments or future redevelopment of the northern boundary into single-family lots. Vehicle access will continue to enter the property from Pinellas Way North or Pasadena Way North, across from 1st Avenue North.

### CONSISTENCY AND COMPATIBILITY

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

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

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

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

### RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE FUTURE LAND USE MAP

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

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

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

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

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

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

   **LU3.6** Land use planning decisions shall weigh heavily the established character of predominately developed areas where changes of use or intensity of development are contemplated.

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

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

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

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

City File FLUM-55
Page 4
2. Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for the listed species as defined by the conservation element of the Comprehensive Plan;

The subject property is an improved vacant lot, consisting of open maintained lawn and perimeter tree canopy. The proposed amendment will not impact environmentally sensitive lands or areas which are documented habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

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

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

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

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

**POTABLE WATER**

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

**WASTEWATER**

The subject property is served by the Northwest Water Reclamation Facility, which presently has an estimated excess average daily capacity of 10.23 million gallons per day (mgd). The estimate is based on permit capacity of 20 mgd and a calendar year 2017 daily average flow of 9.77 mgd. Therefore, there is excess average daily capacity to serve the subject property.

**SOLID WASTE**

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

TRAFFIC
The subject property is located along Pasadena Avenue North, which is a four-lane, principal arterial maintained by the State of Florida. Based on the Forward Pinellas 2017 Level of Service Report, the level of service for Pasadena Avenue North is “D.” This level of service is based on the 2016 average annual traffic (AADT) volume of 31,226. The volume-capacity ratio for this road segment is 0.577, so there is spare capacity to accommodate new vehicular trips. The roads adjacent to the subject property are local roads that are maintained by the City.

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

MASS TRANSIT
The Citywide LOS for mass transit will not be affected. The closest PSTA local transit service is Route 79 providing service from Largo Transit Center to Downtown St. Petersburg with 35-minute headways. The subject property is not located within a ¼ mile of a transit stop.

RECREATION
The City’s adopted LOS for recreation and open space is 9 acres per 1,000 population, the actual LOS City-wide is estimated to be 21.3 acres per 1,000 population. If approved, there will be no noticeable impact on the adopted LOS standard for recreation and open space.

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

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

The land area is both appropriate and adequate for the anticipated single-family residential use of the subject property. The proposal conforms with the lot dimension requirements of the existing NT-3 zoning to allow for the anticipated single-family lots.

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

The City has limited vacant land available for single-family residential development.
7. Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity;

The requested Residential Urban (RU) land use designation and anticipated single-family development is consistent with the surrounding established single-family land use pattern to the north, east and west.

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

The purpose of the proposed map amendments is to allow redevelopment of a portion of the existing church for single-family houses. The subject property boundary is logically drawn, as depicted in the preliminary plat drawings.

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

Not applicable.

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

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

11. Other pertinent facts.

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

**CONSISTENCY with the COUNTYWIDE PLAN:**

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

**PUBLIC NOTICE**

Mail notices were sent to registered property owners within 200 feet of the subject property.

**PUBLIC HEARING PROCESS**

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

**SUMMARY**

Based upon the analysis contained in this report, City staff finds that the proposed Future Land Use and Official Zoning Map amendments are consistent with the Comprehensive Plan. The proposed amendments further Comprehensive Plan Policy LU3.6 by bringing the subject property into conformance with the established character of the surrounding single-family residential neighborhood, while the remaining church property will
continue to function as a compatible land use transition, buffering the residential uses from the higher intensity commercial uses to the south.

**RECOMMENDATION**

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

**ATTACHMENTS**

1. Property Description
2. Maps
3. Application
BURLINGTON AVENUE NORTH
(RIGHT OF WAY WIDTH VARIES — PREVIOUSLY DEDICATED)

FROM NSM-1 TO NT-3

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7

FROM NT-3 TO NSM-1

OFFICIAL ZONING MAP AMENDMENTS

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Page 13
ATTACHMENT NO. 3

Application
The following page(s) contain the backup material for Agenda Item: Requesting City Council approve a resolution providing for recognition of Lesbian, Gay, Bisexual, Transgender and Questioning/Queer (LGBTQ) owned businesses in the City’s procurement of goods and services and monitor usage of LGBTQ businesses in the City’s SBE program. (Councilmember Driscoll)
Please scroll down to view the backup material.
Resolution No. __

A RESOLUTION PROVIDING FOR RECOGNITION OF LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUESTIONING/QUEER ("LGBTQ") OWNED BUSINESSES TO MONITOR USAGE OF LGBTQ BUSINESSES IN THE CITY’S PROCUREMENT OF GOODS AND SERVICES; SUPPORTING THE INCLUSION OF LGBTQ SMALL BUSINESSES IN THE CITY’S SBE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg is one of the most diverse cities in the country with a large Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) community; and

WHEREAS, ensuring the success of our small business community in the City of St. Petersburg is vital to our growth and improvement of the quality of life for our residents; and

WHEREAS, the City of St. Petersburg is committed to providing all business owners, including historically underrepresented business owners, with equal opportunities to compete and succeed, and is committed to increasing the number and diversity of supplier options; and

WHEREAS, the City of St. Petersburg provides inclusionary measures for small business entities through the Small Business Enterprise (SBE) program; and

WHEREAS, the City of St. Petersburg adheres to non-discrimination and equal employment opportunity policies that includes LGBTQ individuals with regards to hiring practices; and

WHEREAS, the City is seeking to better understand the LGBTQ business community by recognizing these businesses and by monitoring usage of LGBTQ owned businesses in the procurement of goods and services.

NOW, THEREFORE, be it resolved by the City Council of the City of St. Petersburg, Florida, with full support of Mayor Rick Kriseman and his administration:

1. The City of St. Petersburg will recognize businesses which are majority (at least 51%) owned, operated, and controlled by LGBTQ individuals as LGBTQ owned businesses.

2. The City of St. Petersburg will monitor usage of LGBTQ owned businesses in the procurement of goods and services for the City of St. Petersburg.

3. The City of St. Petersburg will continue to provide small businesses, including LGBTQ owned small businesses, with training programs and services to ensure businesses are familiar with how to do business with the City of St. Petersburg and are informed about procurement opportunities.
This resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
The following page(s) contain the backup material for Agenda Item: Requesting that the St. Petersburg City Council pass a resolution in favor of Universal Healthcare as outlined in bill H.R. 1384 as submitted to the United States House of Representatives. The program proposed in this bill is also known as “Medicare for All”. (Councilmember Kornell)
Please scroll down to view the backup material.
TO: Members of City Council
DATE: April 22, 2019
COUNCIL DATE: May 16, 2019 – June 6, 2019
RE: Support for Bill H.R. 1384

ACTION DESIRED:
Respectfully requesting that the St. Petersburg City Council pass a resolution in favor of Universal Healthcare as outlined in bill H.R. 1384 as submitted to the United States House of Representatives. The program proposed in this bill is also known as “Medicare for All”.

Steve Kornell, Council Member
District 5
A RESOLUTION SUPPORTING H.R. 1384
MEDICARE FOR ALL ACT OF 2019; URGING
THE FEDERAL DELEGATION TO SUPPORT
AND PASS H.R. 1384 MEDICARE FOR ALL
ACT OF 2019; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, in 2017, more than 2.6 million people in Florida lacked health
insurance at some point, and Florida had the fifth-highest rate of uninsured residents in the
nation, with nearly 13% of the state’s population uninsured; and

WHEREAS, nearly 30 million Americans continue to have no health insurance
and another 40 million Americans remain underinsured since the implementation of the
Affordable Care Act; and

WHEREAS, every person in the City of St. Petersburg deserves high quality
health care; and

WHEREAS, the rising costs of health care have made it more difficult for the
City’s most vulnerable residents, including low income seniors, people with disabilities,
veterans, families with children and those experiencing homelessness, and have added challenges
to local government and to small businesses, which keep our communities thriving; and

WHEREAS, the Medicare for All Act of 2019 would provide national health
insurance for every person in the United States for all necessary medical care including
prescription drugs, hospital services, surgical services, primary care, preventative care,
emergency services, reproductive care, dental care, vision care and long-term care; and

WHEREAS, the Medicare for All Act of 2019 would provide coverage without
copays, deductibles or other out-of-pocket costs, and would slash the costs of administration,
protect the doctor-patient relationship and assure patients a free choice of doctors; and

WHEREAS, the quality of life for residents of the City, especially the City’s most
vulnerable residents, would improve because they would be able to get the ongoing care they
need, instead of waiting until a medical emergency upends their life.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of
St. Petersburg, Florida that City Council requests that the Federal Delegation support H.R. 1384
Medicare for All Act of 2019.

BE IT FURTHER RESOLVED that this Council hereby instructs the City Clerk
to transmit a copy of this Resolution to the Federal Delegation.

This Resolution shall become effective immediately upon its adoption.
Approved as to form and content:

[Signature]

City Attorney (designee) Citylaw 00445358
The following page(s) contain the backup material for Agenda Item: Co-Sponsored Events Committee (5/16/19)
Please scroll down to view the backup material.
The meeting was called to order at 11:00am by Council Member Charlie Gerdes, Committee Chair. Present at the meeting: Council Member Gerdes; Council Member Lisa Wheeler-Bowman; Council Member Darden Rice; Council Member Ed Montanari; Lynn Gordon, Parks & Recreation Manager, Denis Burns, Parks & Recreation Supervisor I; Tony Leno, CDA Manager; Assistant City Attorney Brad Tennant, and Cathy Davis, Sr. Deputy City Clerk.

Parks & Recreation staff presented nineteen (19) events for approval, a waiver of the non-profit requirement for five (5) events, and a request for liquor for one (1) event. A motion to approve the nineteen (19) events was made by Council Member Rice with unanimous approval by the committee. A motion to waive the non-profit requirement of five (5) events was made by Council Member Wheeler-Bowman with unanimous approval by the committee. A motion to approve the liquor request for one (1) event was made by Council Member Rice with unanimous approval by the committee.

Council Member Rice asked that Parks & Recreation staff be mindful about impacts of events on parkland. She also noted a complaint received about trucks idling in the downtown areas during co-sponsored events. She will try to locate an email regarding the complaint for the staff to investigate.

The meeting was adjourned at 11:30am.
Resolution No. 2019-________

A RESOLUTION APPROVING EVENTS FOR CO-SPONSORSHIP BY THE CITY IN NAME ONLY FOR FY2020; WAIVING THE NON-PROFIT REQUIREMENTS OF RESOLUTION NO. 2000-562(a)8 FOR THE CO-SPONSORED EVENTS TO BE PRESENTED BY LOCAL SHOPPER, LLC., PARAGON FINE ARTS FESTIVALS, INC., SIDELINE APPAREL, INC., LIVE NITE EVENTS, LLC., CORRIGAN SPORTS ENTERPRISES, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, various entities have requested that the City co-sponsor their public events in name only for FY2020; and

WHEREAS, the City Council Co-Sponsored Events Committee has reviewed these requests in accordance with City Council Resolution No. 2000-562, as amended, and has made recommendations to City Council as to which requests to approve in name only; and

WHEREAS, City Council has reviewed the recommendations and has determined which of these requests to approve in name only; and

WHEREAS, City Council Resolution No. 2000-562(a) 8 requires in part that all applicant agencies requesting co-sponsorship must have been a non-profit or not-for-profit corporation, exempt from federal income tax for a period of 1 year prior to the date of application; and

WHEREAS, LOCAL SHOPPER, LLC., PARAGON FINE ARTS FESTIVALS, INC., SIDELINE APPAREL, INC., LIVE NITE EVENTS, LLC., CORRIGAN SPORTS ENTERPRISES, INC., (“For-Profit Entities”), do not meet the non-profit requirements of Resolution No. 2000-562(a)8; and

WHEREAS, in order for the City to enter into co-sponsorship agreements with these For-Profit Entities, the non-profit requirements of Resolution No. 2000-562(a)8 must be waived by City Council; and

WHEREAS, Administration and the City Council Co-sponsored Events Committee, having reviewed the events set forth below that have been proposed by the various entities, recognize them as events that will benefit the community and recommend approval of the events for co-sponsorship and a grant of waivers to the For-Profit Entities.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the following events for co-sponsorship by the City in name only are approved for FY2020:

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<table>
<thead>
<tr>
<th>Event Name</th>
<th>Non-Profit Organization</th>
<th>Profit Organization</th>
<th>Event Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Streets St. Pete</td>
<td>SHIFTSTPETE, INC.</td>
<td></td>
<td>10/20/19</td>
</tr>
<tr>
<td>Southeast Guide Dogs Walk</td>
<td>SOUTHEASTERN GUIDE DOGS, INC.</td>
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<td>03/21/19</td>
</tr>
<tr>
<td>Walk to End Alzheimer's</td>
<td>ALZHEIMER’S DISEASE AND RELATED DISORDERS ASSOCIATION, INC.</td>
<td></td>
<td>10/12/19</td>
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<tr>
<td>Shopapalooza</td>
<td>CHART 411, INC.</td>
<td>LOCAL SHOPPER, LLC</td>
<td>11/30/19 12/01/19</td>
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<tr>
<td>PurpleStride Run/Walk</td>
<td>PANCREATIC CANCER ACTION NETWORK, INC.</td>
<td></td>
<td>02/29/20</td>
</tr>
<tr>
<td>5K Kettle Krush</td>
<td>THE SALVATION ARMY</td>
<td></td>
<td>11/09/19</td>
</tr>
<tr>
<td>Dr. MLK Arts and Music Festival</td>
<td>ADVANTAGE VILLAGE ACADEMY, INC.</td>
<td></td>
<td>01/18/20</td>
</tr>
<tr>
<td>Boley Jingle Bell Run</td>
<td>BOLEY CENTERS INC.</td>
<td></td>
<td>12/13/19</td>
</tr>
<tr>
<td>James Weldon Johnson Literacy</td>
<td>FRIENDS OF JOHNSON BRANCH LIBRARY, INC.</td>
<td></td>
<td>03/21/20</td>
</tr>
<tr>
<td>Localtopia</td>
<td>KEEP SAINT PETERSBURG LOCAL CORPORATION</td>
<td></td>
<td>02/22/20</td>
</tr>
<tr>
<td>Walk to Defeat ALS</td>
<td>ALS ASSOCIATION FLORIDA CHAPTER, INC.</td>
<td></td>
<td>03/07/20</td>
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<tr>
<td>St. Petersburg Fine Arts Festival</td>
<td>ST. PETERSBURG ARTS ALLIANCE, INC.</td>
<td>PARAGON FINE ARTS FESTIVALS, INC.</td>
<td>02/22/20 02/23/20</td>
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<tr>
<td>St. Pete Beer &amp; Bacon Festival</td>
<td>PET PAL RESCUE, INC.</td>
<td>SIDELINE APPAREL, INC.</td>
<td>01/18/20</td>
</tr>
<tr>
<td>Awakening into the Sun</td>
<td>AWAKENING INTO THE SUN INC</td>
<td></td>
<td>03/07/20 &amp; 03/08/20</td>
</tr>
<tr>
<td>Reggae Rise Up Music Festival</td>
<td>TEAL RECOVERY PROJECT INC</td>
<td>LIVE NITE EVENTS , LLC</td>
<td>03/20/20 03/21/20 03/22/20</td>
</tr>
<tr>
<td>North American ACAT Championship</td>
<td>ST. PETERSBURG YACHT CLUB</td>
<td></td>
<td>10/27/19 - 11/1/19</td>
</tr>
<tr>
<td>Come out St. Pete</td>
<td>COME OUT ST. PETE, INC.</td>
<td></td>
<td>10/05/19</td>
</tr>
<tr>
<td>Getaway 5K</td>
<td>AARP INC.</td>
<td>CORRIGAN SPORTS ENTERPRISES, INC.</td>
<td>11/3/2019</td>
</tr>
<tr>
<td>SPYC Vintage Car Show</td>
<td>ST. PETERSBURG YACHT CLUB</td>
<td></td>
<td>11/10/19</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED that the non-profit requirements of Resolution No. 2000-562(a)8 are waived for the co-sponsored events to be presented in FY2020 by LOCAL SHOPPER, LLC., PARAGON FINE ARTS FESTIVALS, INC., SIDELINE APPAREL, INC., LIVE NITE EVENTS, LLC., CORRIGAN SPORTS ENTERPRISES, INC. (“For-Profit Entities”), provided that the For-Profit Entities provide the City with evidence of partnership with a non-profit organization no later than 45 days prior to the first day of each For-Profit Entity’s co-sponsored event.

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

This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: ___________________________ Administration: ___________________________

00451660.docv1
A RESOLUTION IN ACCORDANCE WITH CITY CODE SECTION 21-38(D) EXEMPTING REGGAE RISE UP MUSIC FESTIVAL (VINOY PARK) FROM THE BEER AND WINE ONLY RESTRICTIONS IN CITY CODE SECTION 21-38(D) UPON THE ISSUANCE OF A PERMIT FOR ALCOHOLIC BEVERAGES (FOR ON PREMISES CONSUMPTION ONLY) TO BE SOLD, SERVED, DISPENSED, POSSESSED, USED, AND/OR CONSUMED AT THE VENUE DURING THE EVENT AS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Reggae Rise Up Music Festival has been approved as a co-sponsored event; and

WHEREAS, the promoter of this event has requested, in accordance with Section 21-38(d) of the City Code, that it be exempt from the beer and wine only restrictions of the serving of alcoholic beverages set forth in City Code Section 21-38(d) on the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used, and/or consumed at the venue during the event; and

WHEREAS, Reggae Rise Up Music Festival will take place on March 20-22, 2020 between the hours of 1:00 p.m. and 10:00 p.m. (Friday), 12:00 p.m. and 10:00 p.m. (Saturday), and 1:00 p.m. and 10:00 p.m. (Sunday) in Vinoy Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Reggae Rise Up Music Festival (Vino Park) is exempt from the beer and wine only restrictions on the serving of alcoholic beverages in City Code Section 21-38(d) upon the issuance of a permit for alcoholic beverages (for on premises consumption only) to be sold, served, dispensed, possessed, used and/or consumed at the venue during the time and date of the event as set forth herein.

This Resolution shall become effective immediately upon its adoption.

Approvals:

Legal: [Signature]
Administration: [Signature]
The following page(s) contain the backup material for Agenda Item: Housing, Land Use & Transportation Committee (5/30/19)
Please scroll down to view the backup material.
Resolution No. 2019

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF MR. JAMES A. DATES TO THE OFFICE OF COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 9, 1937, the City Council of the City of St. Petersburg, Florida (the "City Council"), adopted resolution 155/33 for the purpose of authorizing the Housing Authority of the City of St. Petersburg, Florida (the "Housing Authority") to transact business and exercise its powers within the City of St. Petersburg, Florida; and

WHEREAS, the Housing Authority is governed by a board of commissioners (each a "Commissioner") appointed by the Mayor and approved by the City Council in accordance with Florida Statutes section 421.05(1); and

WHEREAS, the U.S. Department of Housing and Urban Development has indicated that the housing philosophies of Commissioners should be compatible with the housing philosophies of the City of St. Petersburg; and

WHEREAS, City Council deems it appropriate to meet with the Mayor's candidates for Commissioner prior to approving any appointment or reappointment of those candidates; and

WHEREAS, City Council has determined that the Council's Housing, Land Use and Transportation Committee is the appropriate body to meet with those candidates and to make recommendations as to City Council's approval of the appointment or reappointment of those candidates; and

WHEREAS, on May 16, 2019, and as documented in City Council resolution 2019-248, three vacancies on the Housing Authority board were created when City Council concurred in the removal of Delphinia N. Davis, Harry L. Harvey, and Ann Sherman-White from the office of Commissioner in accordance with Florida Statutes section 421.07; and

WHEREAS, in order to fill one of those vacancies, the Mayor has submitted to City Council for its approval the following candidate for appointment to the office of Commissioner:

- Mr. James A. Dates, to fill the unexpired term of Delphinia N. Davis, which ends on November 30, 2021; and

WHEREAS, the Housing, Land Use and Transportation Committee has interviewed the candidate and recommends approval of his appointment to the office of Commissioner.
NOW, THEREFORE, BE IT RESOLVED that City Council hereby approves the Mayor’s appointment of James A. Dates to the office of Commissioner of the Housing Authority, to fill the unexpired term of Delphinia N. Davis, which ends on November 30, 2021.

BE IT FURTHER RESOLVED that City Council hereby requests (i) that the appointment approved by this resolution be documented in a certificate of appointment and filed with the City Clerk pursuant to Florida Statutes section 425.01(1) and (ii) that a copy of that certificate of appointment be provided to the secretary and executive director of the Authority.

This resolution shall become effective immediately upon its adoption.

Approvals:  
Legal: \[signature\]  
Administration: \[signature\]

Legal: 00451693.doc v2
The following page(s) contain the backup material for Agenda Item: Approving the purchase of two ambulances from Ten-8 Fire Equipment, Inc., for the Fire Rescue Department, at a total cost of $455,232.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of two ambulances from Ten-8 Fire Equipment, Inc., for the Fire Rescue Department, at a total cost of $455,232.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA 18-VEF13.0.

The vendor will furnish and deliver two light duty, patient-transport-capable, Type I Chief XL ambulances. These vehicles will be mounted on a Ford 550 chassis with a Braun body, equipped with a 5.7L engine and six-speed automatic transmission.

These ambulances will be assigned to Fire Stations No. 3 and No. 6 and will be used to respond to emergency medical calls. The new vehicles have a frontline life expectancy of five years and are replacing one six-year-old and one seven-year-old vehicle, respectively. The old vehicles will be placed in reserve status.

The new rescue design was selected for increased safety and sustainability. The Braun body represents the gold standard in crew and patient crash safety. Furthermore, its lifetime warranty facilitates a remount strategy where the body will be recycled for use on future rescue replacements. This produces significant material and labor savings, while enabling the department to upgrade the chassis to the latest technology.

These replacement Type I Chief XL ambulances keep the organization aligned with the capital replacement plan prescribed in the Advance Life Support Fire Response (ALSFR) Agreement.

The Procurement and Supply Management Department, in cooperation with the Fire Rescue Department, recommends an award utilizing Florida Sheriffs Association Contract No. FSA 18-VEF13.0:

Ten-8 Fire Equipment, Inc. (Bradenton) .......................................................... $455,232
2019 Braun Chief XL Ambulance 2 EA @ $227,616

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA 18-VEF13.0, effective through March 31, 2020. This purchase is made in accordance with Section 2-256(3) of the Procurement Code, which authorizes the Mayor, or his designee, to purchase from the Sheriffs Association and Florida Association of Counties negotiated purchase programs for vehicles.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Emergency Medical Services Fund (1009), Fire Rescue Department, Emergency Medical Services (1501513).

Attachments: Price History
Resolution

Approvals:

[Signature] Administrative
[Signature] Budget
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>+/-</th>
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<tr>
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<td>2019 Braun Chief XL Ambulances</td>
<td>2</td>
<td>171,621</td>
<td>-</td>
<td>189,465</td>
<td>199,295</td>
<td>227,616</td>
<td>+12%</td>
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RESOLUTION NO. 2019--

A RESOLUTION APPROVING THE PURCHASE OF TWO (2) AMBULANCES FROM TEN-8 FIRE EQUIPMENT, INC., FOR THE FIRE RESCUE DEPARTMENT AT A TOTAL COST OF $455,232 UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA18-VEF13.0; 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 two (2) light duty, patient-transport-capable, Type I Chief XL ambulances to replace two (2) ambulances that have reached the end of their economic useful life; 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 negotiated purchase program for vehicles; and

WHEREAS, Ten-8 Fire Equipment, Inc. has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-VEF13.0; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Fire Rescue 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 two (2) ambulances from Ten-8 Fire Equipment, Inc. for the Fire Rescue Department at a total cost of $455,232 utilizing the Florida Sheriffs Association Contract No. FSA18-VEF13.0 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)
00450242
The following page(s) contain the backup material for Agenda Item: Approving a five-year blanket purchase agreement with Cloverleaf Corp., Ennis Flint Inc., Lightle Enterprises of Ohio LLC., and Osburn Associates Inc., for traffic signs for the Stormwater, Pavement and Traffic Operations Department, for a total contract amount of $300,000. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a five-year blanket purchase agreement with Cloverleaf Corp., Ennis Flint Inc., Lightle Enterprises of Ohio LLC., and Osburn Associates Inc., for traffic signs for the Stormwater, Pavement and Traffic Operations Department, for a total contract amount of $300,000.

Explanation: On January 10, 2019, Pinellas County Board of Commissioners received four bids for traffic sign materials and pavement markings on behalf of a cooperative bid that included the City of St. Petersburg.

The vendors will furnish and deliver sign blanks, posts, holders, brackets and u-post inserts, which conform to Florida Department of Transportation (FDOT) Standard Specifications.

The Procurement and Supply Management Department, in cooperation with the Stormwater, Pavement and Traffic Operations Department, recommends approval:

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Signs, Traffic</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

Cloverleaf Corporation (Ruskin, FL)
Ennis Flint Inc (Greensboro, NC)
Lightle Enterprises of Ohio LLC (Frankfort, OH)
Osburn Associates Inc (St. Augustine, FL)

The vendors have met the specifications, terms and conditions of Pinellas County Board of Commissioners Bid No. 189-0035-B(RO) dated January 10, 2019. This purchase is made in accordance with Section 2-256(2), of the Procurement Code, which authorizes the Mayor, or his designee, to utilize competitively bid contracts of other governmental entities. A blanket purchase agreement will be issued to the vendors and will be binding only for actual product received. This agreement will be effective through April 30, 2024.

Cost/Funding/Assessment Information: Funds have previously been appropriated in the General Fund (0001), Stormwater, Pavement and Traffic Operation Department, Traffic Sign Fabrication Division (400-1269).

Attachments: Price History
Resolution

Approvals:

[Signature] Administrative

[Signature] Budget
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<th>Item</th>
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<th>2018</th>
<th>2019</th>
<th>% Change</th>
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<td>1.</td>
<td>Sign Post U-Channel 8ft</td>
<td>17.50</td>
<td>17.50</td>
<td>17.50</td>
<td>17.09</td>
<td>(3.5%)</td>
</tr>
<tr>
<td>2.</td>
<td>Sign Post U-Channel 12ft</td>
<td>26.22</td>
<td>26.22</td>
<td>26.22</td>
<td>25.83</td>
<td>(2.3%)</td>
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<tr>
<td>3.</td>
<td>Sign Post Round 10ft</td>
<td>18.25</td>
<td>18.25</td>
<td>21.95</td>
<td>22.45</td>
<td>13%</td>
</tr>
<tr>
<td>5.</td>
<td>Sign Blank 12&quot; x 36&quot; Rectangle</td>
<td>7.03</td>
<td>7.03</td>
<td>7.03</td>
<td>7.85</td>
<td>11%</td>
</tr>
<tr>
<td>6.</td>
<td>Sign Blank 9&quot; x 24&quot; Rectangle</td>
<td>3.35</td>
<td>3.35</td>
<td>3.35</td>
<td>3.83</td>
<td>13%</td>
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<tr>
<td>7.</td>
<td>Sign Blank 24&quot; x 24&quot;</td>
<td>10.70</td>
<td>10.70</td>
<td>10.70</td>
<td>12.24</td>
<td>13%</td>
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<tr>
<td>8.</td>
<td>U Channel Post Cap</td>
<td>15.63</td>
<td>15.63</td>
<td>15.63</td>
<td>17.06</td>
<td>8%</td>
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</table>
WHEREAS, the Procurement & Supply Management Department received four (4) bids for traffic sign materials and pavement markings for the Stormwater, Pavement and Traffic Operations Department in response to Pinellas County Board of Commissioners Bid No. 189-0035-B(RO) dated January 10, 2019; and

WHEREAS, Section 2-256(1) of the City Code authorizes the POD to participate with other governmental entities in a cooperative joint bidding process; and

WHEREAS, the Cloverleaf Corp., Ennis Flint Inc., Lightle Enterprises of Ohio LLC., and Osburn Associates Inc. have met the terms and conditions of Pinellas County Board of Commissioners Bid No. 189-0035-B(RO); and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Stormwater, Pavement and Traffic Operations 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 five-year blanket purchase agreements to Cloverleaf Corp., Ennis Flint Inc., Lightle Enterprises of Ohio LLC., and Osburn Associates Inc. for traffic sign materials and pavement markings for the Stormwater, Pavement and Traffic Operations Department is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced agreements shall not exceed $300,000.

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

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance: 

City Attorney (Designee) 
00450904
The following page(s) contain the backup material for Agenda Item: Approving the purchase of one replacement concrete mixing truck from Sun State International Trucks, LLC for the Fleet Management Department, at a total cost of $256,263.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of one replacement concrete mixing truck from Sun State International Trucks, LLC for the Fleet Management Department, at a total cost of $256,263.

Explanation: This purchase is being made from the Florida Sheriffs Association Contract No. FSA18-VEH16.0.

The vendor will furnish and deliver one concrete mixing truck equipped with a Cummins 300 HP engine, Allison 4,000 RDS transmission with nine cubic yard zim-mixer that will produce 30 cubic yards per hour. The concrete mixing truck will be used by the Stormwater Pavement Traffic Operations Department for all concrete pours, including sidewalks, curbs, handicap-replacement ramps, and street repairs throughout the City.

This concrete mixing truck, with a life expectancy of 10 years, is replacing an existing 11-year-old ($196,044) unit. The unit has exceeded its economic useful life and 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. FSA18-VEH16.0:

2019 International Model, Sun State International Trucks, LLC (Tampa).............. $256,263

HV-9 concrete mixing truck 1 EA@$256,263

The vendor has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-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), Fleet Management, Fleet Mechanical Cost Division (800-2527).

Attachments: Price History
Resolution

Approvals:

[Signatures]
Concrete Mixing Truck Price History

<table>
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<td>HV-9 Concrete Mixing Truck</td>
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<td>$196,044.00</td>
</tr>
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</table>
RESOLUTION NO. 2019-___

A RESOLUTION APPROVING THE PURCHASE OF A CONCRETE MIXING TRUCK FROM SUN STATE INTERNATIONAL TRUCKS, LLC, FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST OF $256,263 UTILIZING THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA18-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 a concrete mixing truck that will replace a concrete truck that has reached the end of its economic useful life; 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 negotiated purchase program for vehicles; and

WHEREAS, Sun State International Trucks, LLC has met the specifications, terms and conditions of the Florida Sheriffs Association Contract No. FSA18-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 a concrete mixing truck from Sun State International Trucks, LLC for the Fleet Management Department at a total cost of $256,263 utilizing the Florida Sheriffs Association Contract No. FSA18-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:

[Signature]

City Attorney (Designee)

00450241
The following page(s) contain the backup material for Agenda Item: Approving a job order to Gibraltar Construction Company, Inc., in an amount not to exceed $204,531.51 for renovations of the Sunken Gardens Lobby Improvements Project; rescinding an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $60,888 from the Sunken Gardens Improvements FY19 Project (16719); approving a supplemental appropriation in the amount of $60,888 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from this rescission to the Sunken Gardens Lobby Improvements Project (Engineering Project 18211-119; Oracle No. 16585); and providing an effective date. 

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

Subject: Approving a job order to Gibraltar Construction Company, Inc., in an amount not to exceed $204,531.51 for renovations of the Sunken Gardens Lobby Improvements Project; rescinding an unencumbered appropriation in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $60,888 from the Sunken Gardens Improvements FY19 Project (16719); approving a supplemental appropriation in the amount of $60,888 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from this rescission to the Sunken Gardens Lobby Improvements Project (Engineering Project 18211-119; Oracle No. 16585); and providing an effective date.

Explanation: Gibraltar is one of five Job Order Contractors approved by City Council on March 15, 2018, to perform Job Order Contracting (JOCs) services for the City. These services include minor construction, facilities maintenance and repairs. Gibraltar has executed an agreement with the City dated April 25, 2018 to perform Job Order Contracting Services and has provided appropriate licensing, bonding and insurance. Gibraltar is experienced with interior renovations.

Job Order number ECI-GB-0004.00 will provide for the interior renovation of the lobby, which is necessary due to the tremendous increase in attendance for both Sunken Gardens and Great Explorations Children’s Museum since first opening in 2003. This renovation will allow better separation of guests and improved flow for admissions and exiting the facility. It will also provide a gathering spot in the center of the Lobby for guests.

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

The cost of the services to be provided by Gibraltar includes general conditions, mobilization, and typical construction trades that are included in the attached contractor price proposal.

The Procurement and Supply Management Department, in cooperation with the Engineering & Capital Improvements Department, recommends:

Gibraltar Construction Company, Inc. ................................................................. $204,531.51

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

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 agreed to a proposed SBE usage of 15%.

Cost/Funding/Assessment Information: A portion of the funding has been previously appropriated in the Recreation and Culture Capital Improvement Fund (3029), Sunken Gardens Lobby Improvements Project (16585). Additional funding will be available after approval of a rescission of an unencumbered appropriations in the Recreation and Culture Capital Improvement Fund (3029) in the amount of $60,888 from the Sunken Gardens Improvements FY19 Project (16719) and approval of a supplemental appropriation in the amount of $60,888 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from this rescission, to the Sunken Gardens Lobby Improvements Project (Engineering Project 18211-119; Oracle No. 16585).

Attachments: Scope of Work
Price Summary and Detail (12 pages)
Resolution

Approvals:

[Administrative signature]

[Budget signature]
May 15th, 2019

Patrick Green, AIA
City of St. Petersburg

Re: PCS Scope of Work
Pinellas Technical College
Patrick.Green@stpete.org

Patrick,

The below information describes the summary scope of work for the Sunken Gardens project:

Perform scope of work per plans and specs issued by Wannemacher Jensen Architects dated 11-15-18 wherein the Sunken Gardens Lobby will be renovated including:

- Demolition
- Metal stud framing
- Drywall
- Glazing
- Roll-up door
- Fire sprinkler
- Electrical
- Casework
- Wall mural
- Painting

Clarifications and Exclusions:
1. A&E plans ready for permit: Excluded
2. Normal working hours: 7:00 AM – 3:30 PM
3. Any governmental upgrades to existing assemblies or other requirements mentioned above: Excluded
4. Abatement testing and abatement: Excluded

Regards

Bob Binda
Bob Binda
Construction Manager
Gibraltar Construction Co., Inc.
813-220-7722 Cell
bobbinda@verizon.net
42 Hudson St. Suite 107 Annapolis, MD 21401
Tel: 410-573-1000 Fax: 410-573-1004
### Work Order #: ECI-GB-0004.00
### Title: Sunken Gardens Lobby Renovation
### Contractor: St. Petersburg - Gibraltar Construction Company
### Proposal Value: $204,531.51
### Proposal Name: Sunken Gardens Lobby Renovation

<table>
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<tr>
<th>Item Description</th>
<th>Amount</th>
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<tbody>
<tr>
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<tr>
<td>02 - Existing Conditions:</td>
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<tr>
<td>05 - Metals:</td>
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<tr>
<td>06 - Wood, Plastic, and Composites:</td>
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<td>07 - Thermal And Moisture Protection:</td>
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<td>08 - Openings:</td>
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<td>09 - Finishes:</td>
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<td>21 - Fire Suppression:</td>
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<td>26 - Electrical:</td>
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**Work Order Proposal Total: $204,531.51**

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

The Percent of NPP on this Proposal: 7.33%

Bob Binda  
Contractor Project Manager  
Date: 5-16-19
### Job Order Contract

**Contractor's Price Proposal Detail - CSI**

**Work Order #:** ECI-GB-0004.00  
**Title:** Sunken Gardens Lobby Renovation  
**Contractor:** St. Petersburg - Gibraltar Construction Company  
**Proposal Value:** $204,531.51  
**Proposal Name:** Sunken Gardens Lobby Renovation

#### CSI Number  | Mod. | UOM | Description | Line Total
--- | --- | --- | --- | ---
01 - General Requirements

<table>
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<th>NPP Tasks</th>
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<th>Unit Price</th>
<th>Factor</th>
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**User Note:**
- City of St. Pete Contingency
- Insulation small areas
- Custom framing, fitting and repairs to existing framing, soffits and wall sections
- Prep Level 5 for decal wall print and other scope repairs throughout
- Chase and relocate existing electrical, fire alarm, data and security cameras relocation, relocation of light switches, millwork concealed wiring
- labor for daily clean-up throughout duration
- Scaffold & lift work
- Relocate existing heads

---

5/16/2019
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<tr>
<th>CSI Number</th>
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<th>UOM</th>
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<tr>
<td>10 01 22 23 00-0140</td>
<td>WK</td>
<td>Up To 2,000 CFM Portable Negative Air Machine With Pre-Filter And HEPA Filter</td>
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<td>protection materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 01 56 16 00-0010</td>
<td>LF</td>
<td>Zip Wall Kit And ICRA Dust Control Awareness Barrier (Per LF Of Wall) Includes up to 12' long spring loaded poles, side clamps, foam rails and 6 mil poly barrier. Excludes zip doors.</td>
<td>$647.89</td>
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<tr>
<td>Quantity x Unit Price x Factor = Total</td>
<td>125.00 x $4.07 x 1.2735 = $647.89</td>
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<td>User Note:</td>
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<tr>
<td>13 01 56 16 00-0018</td>
<td>EA</td>
<td>24&quot; x 36&quot;, 30 Layer Sticky Mat</td>
<td>$285.90</td>
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<td>Quantity x Unit Price x Factor = Total</td>
<td>10.00 x $22.45 x 1.2735 = $285.90</td>
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<tr>
<td>14 01 56 16 00-0061</td>
<td>SF</td>
<td>6 Mil Plastic Sheeting On One Side, Temporary Wood Stud Wall, 16&quot; On Center</td>
<td>$599.82</td>
<td></td>
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<td>Quantity x Unit Price x Factor = Total</td>
<td>300.00 x $1.57 x 1.2735 = $599.82</td>
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<tr>
<td>User Note:</td>
<td>protection materials and work zones</td>
<td></td>
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</tr>
<tr>
<td>15 01 56 16 00-0065</td>
<td>SF</td>
<td>Masonite For Temporary Floor Protection</td>
<td>$511.95</td>
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<td>Quantity x Unit Price x Factor = Total</td>
<td>600.00 x $0.67 x 1.2735 = $511.95</td>
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<tr>
<td>User Note:</td>
<td>protection materials</td>
<td></td>
<td></td>
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<tr>
<td>16 01 56 33 00-0005</td>
<td>SF</td>
<td>Board-up Opening With 5/8&quot; Thick Plywood, 2&quot; x 4&quot; Wood Stud Framing And Fasteners</td>
<td>$194.85</td>
<td></td>
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<tr>
<td>Quantity x Unit Price x Factor = Total</td>
<td>50.00 x $3.06 x 1.2735 = $194.85</td>
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<tr>
<td>User Note:</td>
<td>protection materials</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>17 01 66 19 00-0007</td>
<td>CY</td>
<td>Handling Material For Over 125' Per CY Of Material Per 125' For delivery, demolition or miscellaneous moving required by owner.</td>
<td>$101.63</td>
<td></td>
</tr>
<tr>
<td>Quantity x Unit Price x Factor = Total</td>
<td>60.00 x $1.33 x 1.2735 = $101.63</td>
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<tr>
<td>User Note:</td>
<td>loading and hauling debris</td>
<td></td>
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<tr>
<td>CSI Number</td>
<td>Mod.</td>
<td>UOM</td>
<td>Description</td>
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<tr>
<td>01 - General Requirements</td>
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<tr>
<td>18</td>
<td>01 71 13 00-0003</td>
<td>EA</td>
<td>Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed</td>
<td>$548.62</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with &gt;40' boom lengths, etc.</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td><strong>User Note:</strong> equipment delivery &amp; pick-up</td>
<td></td>
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<tr>
<td>19</td>
<td>01 74 13 00-0002</td>
<td>CSF</td>
<td>Clean Miscellaneous Surfaces, Wipe Down With Mild Detergent</td>
<td>$1,632.63</td>
</tr>
<tr>
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<td><strong>User Note:</strong> cleaning</td>
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<tr>
<td>20</td>
<td>01 74 13 00-0003</td>
<td>CY</td>
<td>Collect Existing Debris And Load Into Truck Or Dumpster Per CY of debris removed</td>
<td>$867.64</td>
</tr>
<tr>
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<td></td>
<td><strong>User Note:</strong> cleaning</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>01 74 19 00-0012</td>
<td>EA</td>
<td>20 CY Dumpster (2 Ton) &quot;Construction Debris&quot; Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.</td>
<td>$1,385.77</td>
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<tr>
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<td><strong>User Note:</strong> cleaning</td>
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<tr>
<td>22</td>
<td>01 74 19 00-0012</td>
<td>0007</td>
<td>City Of St. Petersburg Franchise Fee, Add</td>
<td>$103.10</td>
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<td><strong>User Note:</strong></td>
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<tr>
<td>23</td>
<td>01 74 23 00-0002</td>
<td>CSF</td>
<td>Clean Existing Glass Surfaces</td>
<td>$1,240.39</td>
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<tr>
<td></td>
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<td></td>
<td><strong>User Note:</strong> Final cleaning of glass surfaces: new storefront and perimeter glass</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Subtotal for 01 - General Requirements:</td>
<td>$72,995.76</td>
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| 02 - Existing Conditions                                                                 |
| 24 | 02 41 16 13-0003 | GSF  | Up To 2,000 SF Commercial Building Interior Demolition, Gutting And Placing Into Dumpster Or Truck | $13,435.43 |
|    |      |      | **User Note:** Tile floor, walls, base, benches, columns, soffit, casework |            |
| 25 | 02 41 19 13-0015 | EA   | Saw Cut Minimum Charge For projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section. | $576.02    |
|    |      |      | **User Note:** Misc cutting                                                |            |

Contractor's Price Proposal Detail- CSI

Contractor's Price Proposal Detail- CSI Continued...

Contractor's Price Proposal Detail- CSI

Work Order #: ECI-GB-0004.00
Title: Sunken Gardens Lobby Renovation

5/16/2019
<table>
<thead>
<tr>
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<th>Mod.</th>
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<td>02 - Existing Conditions</td>
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<tr>
<td>26</td>
<td>02 41 19 13-0037</td>
<td>EA</td>
<td>Drill 2&quot; Diameter Core In &gt;4&quot; To 6&quot; Concrete</td>
<td>$248.94</td>
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<tr>
<td>27</td>
<td>02 41 19 13-0253</td>
<td>EA</td>
<td>Core Drill Minimum Charge For projects where the total core drilling charge is less than the minimum charge, use task &quot;Minimum Charge For Core Drilling&quot; exclusively. Task &quot;Minimum Charge For Core Drilling&quot; should not be used in conjunction with any other tasks in this section. Does not apply to sections &quot;Drilling In Concrete Per Inch Of Depth&quot; or &quot;Drilling In Brick Or Block Per Inch Of Depth&quot;.</td>
<td>$457.64</td>
</tr>
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<tr>
<td>28</td>
<td>02 41 19 18-0010</td>
<td>SF</td>
<td>Scour Concrete Floor</td>
<td>$286.54</td>
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<tr>
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<td>Subtotal for 02 - Existing Conditions:</td>
<td></td>
<td></td>
<td></td>
<td>$15,004.58</td>
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<tr>
<td>05 - Metals</td>
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<tr>
<td>29</td>
<td>05 05 19 00-0203</td>
<td>EA</td>
<td>1/4&quot; x 1-1/4&quot; Tapcon Masonry Screw</td>
<td>$590.59</td>
</tr>
<tr>
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<td></td>
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<tr>
<td>30</td>
<td>05 15 16 00-0204</td>
<td>EA</td>
<td>5/8&quot; Diameter Thread, 1-3/8&quot; Inside Eye Diameter, Galvanized Steel, Drop Forged, Shoulder Eye Bolt</td>
<td>$195.30</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>31</td>
<td>05 43 00 00-0052</td>
<td>PR</td>
<td>3/4&quot; Pipe And Rigid Steel Conduit Clamps With Stainless Steel (316) Hardware</td>
<td>$95.16</td>
</tr>
<tr>
<td></td>
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<td>Subtotal for 05 - Metals:</td>
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<td></td>
<td>$881.05</td>
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<tr>
<td>06 - Wood, Plastic, and Composites</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>06 41 13 00-0006</td>
<td>EA</td>
<td>&gt;15&quot; To 18&quot; Width, 34-1/2&quot; High x 24&quot; Deep Base Cabinet/Prefinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.</td>
<td>$23,353.19</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal for 06 - Wood, Plastic, and Composites:</td>
<td></td>
<td></td>
<td></td>
<td>$23,353.19</td>
</tr>
<tr>
<td>07 - Thermal And Moisture Protection</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>07 21 16 00-0016</td>
<td>SF</td>
<td>9-1/2&quot; Thick, Unfaced, R-30 Fiberglass Flexible Insulation</td>
<td>$757.73</td>
</tr>
</tbody>
</table>
## Work Order #: ECI-GB-0004.00

### Title:
Sunken Gardens Lobby Renovation

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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<tr>
<td></td>
<td></td>
<td></td>
<td><strong>07 - Thermal And Moisture Protection</strong></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>07</td>
<td>92</td>
<td>13 00-0067 3/8” x 5/8” Joint, Flexible Polyurethane Security Sealant And Caulking</td>
<td>$743.19</td>
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<td><strong>Subtotal for 07 - Thermal And Moisture Protection:</strong></td>
<td>$1,500.92</td>
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<tr>
<td>35</td>
<td>08</td>
<td>33</td>
<td>23 00-0200 Cylinder Lock For Coiling Doors</td>
<td>$164.26</td>
</tr>
<tr>
<td>36</td>
<td>08</td>
<td>33</td>
<td>26 00-0013 12’ x 6’, Steel Overhead Coiling Grilles, Manual Lift</td>
<td>$4,723.51</td>
</tr>
<tr>
<td>37</td>
<td>08</td>
<td>42</td>
<td>13 00-0005 7’ x 7’ x 1-3/4” Medium Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware (Special-Lite SL-14)</td>
<td>$17,141.78</td>
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<tr>
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<td><strong>Subtotal for 08 - Openings:</strong></td>
<td>$22,029.55</td>
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<tr>
<td>38</td>
<td>09</td>
<td>01</td>
<td>20 91-0003 &gt;2 To 4 SF, Cut And Patch Hole In Drywall To Match ExistingPer location.</td>
<td>$212.42</td>
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<tr>
<td>39</td>
<td>09</td>
<td>01</td>
<td>20 91-0004 &gt;4 To 8 SF, Cut And Patch Hole In Drywall To Match ExistingPer location.</td>
<td>$192.17</td>
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<tr>
<td>40</td>
<td>09</td>
<td>01</td>
<td>60 91-0010 Vacuum Floors</td>
<td>$24.13</td>
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<tr>
<td>41</td>
<td>09</td>
<td>01</td>
<td>60 91-0013 Chemical Prepare Existing Concrete Floor Prior To Installation Of Carpet</td>
<td>$1,092.66</td>
</tr>
<tr>
<td>42</td>
<td>09</td>
<td>22</td>
<td>13 00-0007 1-1/2”, 25 Gauge, 16” On Center, Installed On Columns And Beams, Hat Furring Channel</td>
<td>$1,063.69</td>
</tr>
<tr>
<td>43</td>
<td>09</td>
<td>22</td>
<td>16 13-0012 6” Width, 16” On Center, 20 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners</td>
<td>$5,150.03</td>
</tr>
</tbody>
</table>

User Notes:
- 07: sound caulk at base of walls
- 08: roll-up door
- 09: storefront door and glazing assembly
- 40: framing, accessory supports and fasteners
- 41: framing, accessory supports and fasteners
# Contractor's Price Proposal Detail - CSI Continued

## Work Order #: ECI-GB-0004.00
Title: Sunken Gardens Lobby Renovation

<table>
<thead>
<tr>
<th>CSI Number</th>
<th>Mod.</th>
<th>UOM</th>
<th>Description</th>
<th>Line Total</th>
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</thead>
<tbody>
<tr>
<td>09 - Finishes</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

| 44 | 09 22 16 13-0015 | SF | 3-5/8" Width, 16" On Center, 18 Gauge, Non Load Bearing, Non Structural Metal Stud Framing With Tracks And Runners | $4,798.55 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 1,200.00 x | $3.14 x 1.2735 | $4,798.55 |
|     | User Note: framing, accessory supports and fasteners |

| 45 | 09 29 00 00-0013 | SF | 5/8" Type X Fire Rated Gypsum Board | $2,903.58 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 2,400.00 x | $0.95 x 1.2735 | $2,903.58 |

| 46 | 09 29 00 00-0049 | SF | Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board | $855.79 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 2,400.00 x | $0.29 x 1.2735 | $855.79 |

| 47 | 09 29 00 00-0055 | LF | Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board | $534.87 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 700.00 x | $0.86 x 1.2735 | $534.87 |

| 48 | 09 29 00 00-0058 | LF | Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board | $725.26 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 850.00 x | $0.67 x 1.2735 | $725.26 |

| 49 | 09 29 00 00-0064 | SF | Spray Applied Knockdown Or Skip Trowel Finish On Existing Gypsum Board Wall | $412.61 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 1,200.00 x | $0.27 x 1.2735 | $412.61 |

| 50 | 09 29 00 00-0066 | LF | Casing, Galvanized Steel J-Bea For Gypsum Board | $248.33 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 125.00 x | $1.56 x 1.2735 | $248.33 |
|     | User Note: framing, accessory supports and fasteners |

| 51 | 09 29 00 00-0067 | LF | Corner Bead, Galvanized Steel For Gypsum Board | $562.89 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 325.00 x | $1.36 x 1.2735 | $562.89 |

| 52 | 09 68 13 00-0018 | SY | 18 Ounce, Patterned, Nylon Carpet Tile | $10,361.20 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 300.00 x | $27.12 x 1.2735 | $10,361.20 |
|     | User Note: Kinetex Umbra Plank new flooring per spec |

| 53 | 09 91 23 00-0062 | SF | Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush/Roller Work | $3,420.62 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 7,900.00 x | $0.34 x 1.2735 | $3,420.62 |
|     | User Note: paint walls and soffits - primer |

| 54 | 09 91 23 00-0064 | SF | Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush/Roller Work | $5,740.64 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 7,900.00 x | $0.67 x 1.2735 | $5,740.64 |
|     | User Note: paint walls and soffits - finish coats |

<p>| 55 | 09 91 43 00-0013 | SF | Hand Wash, Minor Repair And Light Sanding Drywall Surfaces | $366.77 |
|     |                  |     | Quantity | Unit Price | Factor | Total |
|     | Installation     | 1,200.00 x | $0.24 x 1.2735 | $366.77 |</p>
<table>
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<th>CSI Number</th>
<th>Description</th>
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<tr>
<td>09 - Finishes</td>
<td></td>
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<td>$18,114.90</td>
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<tr>
<td>06</td>
<td>09 97 63 00-0025</td>
<td>SF</td>
<td>Installation x x x = =</td>
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<tr>
<td>56</td>
<td>DuraQuartz LW (Light Weight) @ 1/4&quot;</td>
<td>$31.61</td>
<td>$18,114.90</td>
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<tr>
<td>User Note: This is 1/4&quot; the top is 3 CM there 3x the amount will be needed to achieve work</td>
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Subtotal for 09 - Finishes: $57,781.11

21 - Fire Suppression

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<tr>
<th>CSI Number</th>
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<tr>
<td>21 - Fire Suppression</td>
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<td>$125.95</td>
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<tr>
<td>57</td>
<td>21 01 10 91-0002</td>
<td>EA</td>
<td>Installation x x x = =</td>
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<tr>
<td>58</td>
<td>Relocate Existing Sprinkler Head And Branch Piping To adjust or swing existing sprinkler heads to different ceiling grid configuration or location.</td>
<td>$20.90</td>
<td>$26.62</td>
</tr>
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<td>User Note:</td>
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Subtotal for 21 - Fire Suppression: $125.95

26 - Electrical

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<td>26 - Electrical</td>
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<td>$466.97</td>
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<tr>
<td>60</td>
<td>26 05 19 13-0011</td>
<td>EA</td>
<td>Installation x x x = =</td>
</tr>
<tr>
<td>61</td>
<td>Box, Floor Mounted With Cover</td>
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</tr>
<tr>
<td>User Note:</td>
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Subtotal for 26 - Electrical: $466.97

64 | 26 05 19 16-0311 | MLA | Installation x x x = =  |
| 65 | 12 AWG Cable - Type THHN-THWN, 600 Volt Copper, Single Solid, Placed In Conduit | $292.66 | $745.41 |

User Note: parts for completing electrical scope

5/16/2019
<table>
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<th>CSI Number</th>
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<tr>
<td>65 26 05 29 00-0167</td>
<td>EA</td>
<td>1/2&quot;, One Hole Steel Conduit Strap</td>
<td>$101.32</td>
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<td>52.00</td>
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<td>Recessed Assembly With Flush Style Cover (Wiremold 8AT)For tile, wood and laminate floors. For use in 8&quot; diameter cored hole. Devices are recessed 3 1/4&quot; below floor surface. Diecast aluminum cover assembly is available in the following finishes: (BK) painted black, (GY) painted gray, (NK) nickel, (BS) brass, and (BZ) bronze.</td>
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## Contractor's Price Proposal Detail - CSI Continued

**Work Order #:** ECI-GB-0004.00  
**Title:** Sunken Gardens Lobby Renovation

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<td></td>
<td><strong>Quantity</strong> x <strong>Unit Price</strong> x <strong>Factor</strong> = <strong>Total</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Installation 240.00 x $1.01 x 1.2735 = $308.70</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal for 26 - Electrical:** $10,859.40

**Work Order Proposal Total:** $204,531.51

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

**The Percent of NPP on this Proposal:** 7.33%
RESOLUTION NO. 2019-___

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE JOB ORDER NO. ECI-GB-0004.00 TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GIBRALTER CONSTRUCTION COMPANY, INC. (“CONTRACTOR”) DATED APRIL 25, 2018 FOR CONTRACTOR TO RENOVATE THE SUNKEN GARDENS LOBBY IN AN AMOUNT NOT TO EXCEED $204,531.51; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE AMOUNT OF $60,888 FROM THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), SUNKEN GARDENS IMPROVEMENTS FY19 PROJECT (16719); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $60,888 FROM THE UNAPPROPRIATED BALANCE OF THE RECREATION AND CULTURE CAPITAL IMPROVEMENT FUND (3029), RESULTING FROM THE ABOVE RESCISSION TO THE SUNKEN GARDENS LOBBY IMPROVEMENTS PROJECT (16585); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Gibralter Construction Company, Inc. (“Contractor”) entered into an agreement on April 25, 2018, for Contractor to provide job order contracting and other services for the City; and

WHEREAS, Administration desires to issue Job Order No. ECI-GB-0004.00 for Contractor to renovate the Sunken Gardens lobby in an amount not to exceed $204,531.51.

WHEREAS, funding for the Sunken Gardens lobby renovations will require (i) a rescission of an unencumbered appropriation in the amount of $60,888 from the Recreation and Culture Capital Improvement Fund (3029), Sunken Gardens Improvements FY19 Project (16719) and (ii) a supplemental appropriation in the amount of $60,888 from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029), resulting from the rescission to the Sunken Gardens Lobby Improvements Project (16585).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Job Order No. ECI-GB-0004.00 to the Agreement between the City of St. Petersburg, Florida and Gibralter Construction Company, Inc. (“Contractor”) dated April 25, 2018 for Contractor to renovate the Sunken Gardens lobby in an amount not to exceed $204,531.51.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the amount of $60,888 from the Recreation and Culture Capital Improvement Fund (3029), Sunken Gardens Improvements FY19 Project (16719) is hereby rescinded.
BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Recreation and Culture Capital Improvement Fund (3029) resulting from the above rescission, the following supplemental appropriation for FY19:

Recreation and Culture Capital Improvement Fund (3029)
Sunken Gardens Lobby Improvements Project (16585) $60,888

This resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)  
Budget Director

00450316
The following page(s) contain the backup material for Agenda Item: Approving a blanket purchase agreement with Times Publishing Company, d/b/a Tampa Bay Times, for newspaper advertisements for several City departments, at a total contract amount of $180,000.
Please scroll down to view the backup material.
CITY OF ST. PETERSBURG, FLORIDA.
RE-INCORPORATED A.D. 1903.

CB-5
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a blanket purchase agreement with Times Publishing Company, d/b/a Tampa Bay Times, for newspaper advertisements for several City departments, at a total contract amount of $180,000.

Explanation: The vendor runs advertisements, which include public notices and hearings, notices for City elections, ordinance and zoning notices and hearings, special assessments, notices to taxpayers, notices of intent, orders to show cause, and notices to bidders. They also run classified advertisements, including advertisements for employment, grant notices, inserts, and special events. Retail advertisements are placed for special events, shows, and festivals. The primary users of these agreements are Neighborhood Services, City Clerk, and Parks and Recreation departments.

The Procurement and Supply Management Department recommends approval:

Tampa Bay Times .......................................................... $180,000

This purchase is made in accordance with Section 2-249 of the Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. The agreement will be effective from the date of approval through May 31, 2022. Amounts paid to the vendor under this agreement term shall not exceed a combined total of $180,000.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Sanitation Operating Fund (4021), Water Resources Fund (4001), Law Enforcement Fund (1023), Billing & Collections Fund (5201), SPCC Green Thumb Festival Fund (1751), Community Development Block Grant (1111), Local Law Enforcement State Trust Fund (1601), Citywide Infrastructure Fund (3027), Water Resource Capital Project Fund (4003), Local Housing Assistance Fund (1019), Recreation & Culture Capital Fund (3029), General Capital Improvements Fund (3001), Public Safety Capital Improvements Fund (3025), City Facilities Capital Improvement Fund (3031), Home Program Fund (1113), Stormwater Drainage Capital Fund (4013), Marina Capital Improvement Fund (4043), Airport Capital Projects Fund (4033), Airport Operating Fund (4031), Marina Operating Fund (4041), Housing Capital Improvements Fund (3000), Weeki Wachee Capital Improvements Fund (3041), Downtown Parking Improvement Fund (3073), Bicycle/Pedestrian Safety Improvement Fund (3004), Supply Management Fund (5031), Stormwater Utility Operating Fund (4011), Parking Revenue Fund (1021), Multimodal Impact Fees Improvement Fund (3071), Pier Operating Fund (1203), and the Health Insurance Fund (5121).

Attachments: Sole Source (2 pages)

Price Schedule
Resolution

Approvals:

[Signatures]

Administrative

[Signature]

Budget
City of St. Petersburg
Sole Source Request
Procurement & Supply Management

Department: Procurement & Supply Management
Requisition No.

Check One: X Sole Source ______ Proprietary Specifications

Proposed Vendor: Times Publishing Company, dba Tampa Bay Times

Estimated Total Cost: $180,000

Description of Items (or Services) to be purchased:

Advertisements which include public notices and hearings, notices for City elections, ordinance and zoning notices and hearings, special assessments, notices to taxpayers, notices of intent, orders to show cause, and notices to bidders. Classified advertisements, including advertisements for employment, grant notices, inserts, and special events. Retail advertisements are placed for special events, shows, and festivals.

Purpose of Function of items:

Newspaper advertisements

Justification for Sole Source of Proprietary specification:

With the consolidation of the newspaper industry, there are no large scale local newspapers to justify sending this contract out for an RFP.

Department Director

Administrator/Chief

Date

5/22/19

Date

5/22/19

Rev (1/11), (6/15)
Louis Moore, Director  
Procurement & Supply Management

I hereby certify that in accordance with Section 2-249 of the City of St. Petersburg Procurement Code, I have conducted a good faith review of available sources and have determined that there is only one potential source for the required items per the above justification. I also understand that under Florida Statute 838.22(2) it is a second degree felony to circumvent a competitive bidding process by using a sole-source contract for commodities or services.
<table>
<thead>
<tr>
<th>City of St. Petersburg</th>
<th>Recruitment Advertising</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Classified Section</strong></td>
<td><strong>Current City of St. Pete Rate (2018-2019)</strong></td>
</tr>
<tr>
<td><strong>South Pinellas (All Pinellas) In Column</strong></td>
<td>No changes for 2019-2020</td>
</tr>
<tr>
<td>Wed - Sat</td>
<td>$12.85</td>
</tr>
<tr>
<td>Sunday</td>
<td>$16.86</td>
</tr>
<tr>
<td>Monster 7x Online posting</td>
<td>no longer exists</td>
</tr>
<tr>
<td>Monster 14x Online posting (required)</td>
<td>$125.00</td>
</tr>
<tr>
<td>Monster 30x Online posting (required)</td>
<td>$175.00</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2019-____

A RESOLUTION DECLARING TIMES PUBLISHING COMPANY D/B/A TAMPA BAY TIMES TO BE A SOLE SOURCE SUPPLIER FOR NEWSPAPER ADVERTISEMENT; ACCEPTING THE PROPOSAL AND APPROVING THE PURCHASE OF NEWSPAPER ADVERTISEMENT SERVICES FROM THE TIMES PUBLISHING COMPANY D/B/A TAMPA BAY TIMES AT A TOTAL COST NOT TO EXCEED $180,000; 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 newspaper advertisement services for a variety of matters that include public notices, employment opportunities, and special events for the Neighborhood Services, City Clerk, and the Parks and Recreation Departments.

WHEREAS, a sole source purchase is necessary since the Tampa Bay Times Newspaper is the sole daily publication to offer newspaper advertisement services for the City of St. Petersburg and surrounding areas; and

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

WHEREAS, the Procurement & Supply Management Department in cooperation with the Neighborhood Services, City Clerk, and the Parks and Recreation Departments recommends approval of the award to the Times Publishing Company d/b/a Tampa Bay Times as a sole source supplier; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Times Publishing Company d/b/a Tampa Bay Times is declared a sole source supplier for newspaper advertisement services.

BE IT FURTHER RESOLVED that the proposal is accepted and the purchase of newspaper advertisement services from the Times Publishing Company d/b/a Tampa Bay Times at a total cost not to exceed $180,000 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.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00451352
The following page(s) contain the backup material for Agenda Item: Approving the purchase of 11 vehicles from Deere & Company, dba John Deere Company, for the Fleet Management Department, at a total cost of $146,695.97. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the purchase of 11 vehicles from Deere & Company, dba John Deere Company, for the Fleet Management Department, at a total cost of $146,695.97.

Explanation: This purchase is being made from the NJPA Contract No. 062117-DAC.

The vendor will furnish and deliver seven (7) utility vehicles equipped with 21 HP gas-powered engines and four (4) utility vehicles equipped with 52 HP gas-powered engines. Ten (10) of these are replacement vehicles and one (1) is an addition to the fleet. (See attached Purchase Summary by department).

The new vehicles are replacing units that are six years old. The one additional vehicle will be assigned to Water Resources (see attached Price History). The units being replaced have exceeded their economic useful life and will be sold at public auction.

The Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends an award utilizing NJPA Contract No. 062117-DAC:

Deere & Company, dba John Deere Company (Cary, NC) .................................................. $146,695.97

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019 John Deere Utility Vehicle XUV825M S4, with winch</td>
<td>1 EA @</td>
<td>$16,549.81</td>
<td>$16,549.81</td>
</tr>
<tr>
<td>2</td>
<td>2019 John Deere Utility Vehicle XUV825M S4</td>
<td>3 EA @</td>
<td>15,793.14</td>
<td>47,379.42</td>
</tr>
<tr>
<td>3</td>
<td>2019 John Deere Utility Vehicle HPX615E</td>
<td>7 EA @</td>
<td>11,823.82</td>
<td>82,766.74</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$146,695.97</td>
</tr>
</tbody>
</table>

The vendor has met the specifications, terms and conditions of the NJPA Contract No. 062117-DAC, effective through August 18, 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), Water Equipment Replacement Fund (4007), and Water Resource Fund (4001).

Attachments: Purchase Summary
Price History
Resolution

Approvals:

[Signature] Administrative [Signature] Budget
<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 John Deere Utility Vehicle XUV825M S4, w/ winch</td>
<td>1</td>
<td>Water Resources</td>
<td>These utility vehicles will be used by City Water Resources Maintenance Plants to haul employees, tools, and equipment related to plant maintenance. 4-seater for transporting additional personnel.</td>
<td>Addition</td>
<td>0</td>
<td>6 Yrs.</td>
</tr>
<tr>
<td>2.</td>
<td>2019 John Deere Utility Vehicle XUV825M S4</td>
<td>3</td>
<td>Water Resources</td>
<td>These utility vehicles will be used by the City Water Resources Maintenance Plants to haul employees, tools, and equipment related to plant maintenance. 4-seater for transporting additional personnel.</td>
<td>Replacement</td>
<td>6</td>
<td>6 Yrs.</td>
</tr>
<tr>
<td>3.</td>
<td>2019 John Deere Utility Vehicle HPX615E</td>
<td>4</td>
<td>Parks and Recreation</td>
<td>These utility vehicles will be used by the City Parks and Recreation Department to haul employees, tools, and equipment related to grounds maintenance.</td>
<td>Replacement</td>
<td>6</td>
<td>6 Yrs.</td>
</tr>
<tr>
<td>4</td>
<td>2019 John Deere Utility Vehicle HPX615E</td>
<td>3</td>
<td>Water Resources</td>
<td>These utility vehicles will be used by City Water Resources Maintenance Plants hauling employees, tools, and equipment related to plant maintenance.</td>
<td>Replacement</td>
<td>6</td>
<td>6 Yrs.</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>2015</td>
<td>2016</td>
<td>2017</td>
<td>2018</td>
<td>2019</td>
<td>+/-</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>------</td>
</tr>
<tr>
<td>1.</td>
<td>2019 John Deere Utility Vehicle XUV825M S4, w/ winch</td>
<td>$16,060</td>
<td>$15,949</td>
<td>$15,793</td>
<td>-1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2019 John Deere Utility Vehicle XUV825M S4</td>
<td>$16,060</td>
<td>$15,949</td>
<td>$15,793</td>
<td>-1%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2019 John Deere Utility Vehicle HPX615E</td>
<td>$10,608</td>
<td>$11,064</td>
<td>$11,998</td>
<td>$11,694</td>
<td>$11,823</td>
<td>+1%</td>
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</tbody>
</table>
RESOLUTION NO. 2019-____

A RESOLUTION APPROVING THE PURCHASE OF ELEVEN (11) VEHICLES FROM DEERE & COMPANY D/B/A JOHN DEERE COMPANY FOR THE FLEET MANAGEMENT DEPARTMENT AT A TOTAL COST OF $146,695.97 UTILIZING THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 062117-DAC; 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 10 vehicles to replace vehicles that have reached the end of their economic useful life and 1 new vehicles for the Fleet Management Department; and

WHEREAS, pursuant to Section 2-256(2) of the City Code, the Mayor or his designee is authorized to utilize competitively bid contracts of other governmental entities; and

WHEREAS, Deere & Company dba John Deere Company has met the specifications, terms and conditions of the NJPA Contract No. 062117-DAC; 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 eleven (11) vehicles from Deere & Company dba John Deere Company for the Fleet Management Department at a total cost of $146,695.97 utilizing the National Joint Powers Alliance Contract No. 062117-DAC 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) 00450946
The following page(s) contain the backup material for Agenda Item: Approving the shared cost agreement between the City of St. Petersburg, Florida (“City”) and ECC Carillon LLC (“Developer”) for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of $123,328.34 previously paid by Echelon LLC for the Carillon Town Center Project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway; Authorizing the City Attorney’s Office to make non-substantive changes to the Agreement; Authorizing the Mayor or his Designee to Execute the Agreement and all other Necessary Documents; Approving a supplemental appropriation in the amount of $123,328.34 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD). Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 6, 2019

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

SUBJECT: A Resolution approving the shared cost agreement between the City of St. Petersburg, Florida ("City") and ECC Carillon LLC ("Developer") for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of $123,329 previously paid by Echelon LLC for the Carillon Town Center Project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway; authorizing the City Attorney's Office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other necessary documents; approving a supplemental appropriation in the amount of $123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD); and providing an effective date.

EXPLANATION: Echelon LLC ("Echelon") is an affiliate of Developer and is the fee simple title owner of approximately 16.45 acres of land located in the City's former Gateway Areawide Development of Regional Impact ("GADRI"). Echelon is constructing a mixed-use development to be known as "Echelon City Center" (previously known as Carillon Town Center), which is currently approved for 1,505 dwelling units, 172,000 SF of retail, 480,500 SF of office, and 120 hotel rooms with additional Floor Area Ratio Bonuses available. On March 4, 2015, the City’s Development Review Commission ("DRC") approved a site plan (Case No. 15-31000001) presented by Echelon for development of a portion of the Echelon City Center property, subject to the conditions and revisions stated in the DRC’s Letter of Approval dated March 9, 2015 and the Staff Report attached to that letter.

The master site plan shows several roadway improvements, including a median cut on Fountain Parkway, and an access point to the Property between Sites #5 and #6 (attached is the master site plan with the subject median cut identified). Echelon also desires to place a left turn lane in both directions approaching the median cut to improve the functionality and safety of the cut, which was not included in the site plan approved by the DRC (the design plans for the intersection improvement are attached). The City supports the installation of the left turn lanes at the access because they are in the interest of the public health, safety and welfare by eliminating the need for vehicles to turn left from what is primarily a through lane which is what would occur with a simple median cut. Vehicles will be able to depart the through lane, decelerate in the turn lane and wait for a gap in traffic to finish the movement instead of decelerating in the through lane and waiting in such lane for a safe gap in traffic.

The City approved the original proposal for Carillon Town Center in 1999. Echelon proceeded to pay $1,819,514.68 in transportation-related impact fees to reserve its right to develop the property. In 2009, the City became exempt from the State of Florida’s Development of Regional Impact program under the Florida Community Renewal Act (Senate Bill 360) because of Pinellas County's high population density. Echelon later requested the City to rescind the Development Order for the GADRI. In light of Echelon's request and the increasing obsolescence of the DRI program, the City approved Ordinances 275-H and 276-H on May 18, 2017, which rescinded the GADRI Ordinance and GATISAF Ordinance. Under Ordinance 276-H, unexpended assessment fees collected under the requirements of the GADRI and GATISAF Ordinances will remain dedicated to transportation improvements in the Gateway area of St. Petersburg, and assessments paid as development capacity reservation fees per the GADRI will continue to exist as credits against transportation-related impact fees for development that will now be collected.
under the Pinellas County Multimodal Impact Fee ("MIF") Ordinance. Also on May 18, 2017, the City approved Ordinance 279-H, which adopted a Development Agreement between Echelon and the City that, inter alia, memorialized the amount of reserved GATISAF funds previously contributed by Echelon. The City approved a supplemental appropriation in the amount of $170,408 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund, which contains the reserved Echelon GATISAF funds, to the Carillon Center Roundabouts Project for engineering services, contingency and other soft costs on November 1, 2018. The City has received a request from the Developer for funding to construct the left turn lanes on Fountain Parkway using the reserved Echelon GATISAF funds. Administration is proposing to appropriate an amount not to exceed $123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund toward the costs of the Developer constructing the left turn lanes on Fountain Parkway, subject to the terms and conditions of this Agreement. The City would be paying the incremental cost of adding the turn lanes to the median cut and the Developer would pay the full cost of the median cut and manage the project at no cost to the City. Echelon’s reserved GATISAF funds are available to cover the cost of the roadway improvements on Fountain Parkway in their entirety. Echelon has committed that they will carefully manage the work of their contractor and project costs and understands that the City will not pay more than $123,328.34 towards the project, so there is no additional financial risk to the City once the agreement is executed.

RECOMMENDATION: Administration recommends approval of the attached Resolution approving the shared cost agreement between the City of St. Petersburg, Florida ("City") and ECC Carillon LLC ("Developer") for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of $123,329 previously paid by Echelon LLC for the Carillon Town Center Project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway; authorizing the City Attorney's Office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the agreement and all other necessary documents; approving a supplemental appropriation in the amount of $123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of $123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), to the Echelon City Center Turn Lanes Project (TBD).

ATTACHMENTS:
Resolution
Master Site Plan for Echelon City Center Project
Proposed Intersection Improvement on Fountain Parkway
Shared Cost Agreement

APPROVALS:

[Signatures]

Shared Cost Agreement with ECC Carillon LLC for Fountain Parkway road improvements
Page 2
A RESOLUTION APPROVING THE SHARED COST AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND ECC CARILLON LLC ("DEVELOPER") FOR THE CITY TO UTILIZE RESERVED GATEWAY AREAWIDE TRANSPORTATION IMPROVEMENT SPECIAL ASSESSMENT FEES IN THE AMOUNT OF $123,329 PREVIOUSLY PAID BY ECHELON LLC FOR THE CARILLON TOWN CENTER PROJECT TOWARDS THE COST OF THE DEVELOPER IMPLEMENTING CERTAIN ROADWAY IMPROVEMENTS ON FOUNTAIN PARKWAY; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $123,329 FROM THE UNAPPROPRIATED BALANCE OF THE MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), TO THE ECHELON CITY CENTER TURN LANES PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an affiliate of ECC Carillon LLC ("Developer"), Echelon LLC ("Echelon") is the fee simple title owner of approximately 16.45 acres of land located within the boundaries of the City in the Gateway area ("Property"); and

WHEREAS, Echelon is constructing a mixed use development to be known as "Echelon City Center" (previously known as Carillon Town Center), which is currently approved for 1,505 dwelling units, and 172,000 SF of retail, and 480,500 SF of office and 120 hotel rooms with additional Floor Area Ratio ("F.A.R.") Bonuses available; and

WHEREAS, on March 4, 2015, the City's Development Review Commission ("DRC") approved a site plan (Case No. 15-310000001) presented by Echelon for development of a portion of the Echelon City Center property, subject to the conditions and revisions stated in the DRC's Letter of Approval dated March 9, 2015, and the Staff Report attached to that Letter; and

WHEREAS, the master site plan shows several roadway improvements, including a median cut on Fountain Parkway, and an access point to the Property between Sites #5 and #6; and
WHEREAS, Echelon also desires to place a left turn lane from Fountain Parkway into the Property at the access point between Sites #5 and #6, which was not included in the site plan approved by the DRC; and

WHEREAS, the City supports the installation of the left turn lanes at the access point between Sites #5 and #6 on Fountain Parkway because they are in the interest of the public health, safety and welfare by removing the vehicles turning left into Echelon City Center and Commonwealth Court North on the other side of Fountain Parkway, therefore facilitating traffic flow on Fountain Parkway for through movements, reducing the potential for rear-end crashes, and reducing vehicle emissions associated with traffic congestion; and

WHEREAS, Echelon has previously contributed $1,819,514.68 in Gateway Areawide Transportation Improvement Special Assessment Fees ("GATISAF"); and

WHEREAS, on May 18, 2017, the City approved Ordinances 275-H and 276-H, which rescinded the Gateway Areawide Development of Regional Impact ("GADRI") Ordinance and GATISAF Ordinance due to changes in Florida’s growth management laws and the obsolescence of the GADRI; and

WHEREAS, under Ordinance 276-H, unexpended assessment fees collected under the requirements of the GADRI and GATISAF Ordinances will remain dedicated to transportation improvements in the Gateway area of St. Petersburg, and assessments paid as development capacity reservation fees per the GADRI will continue to exist as credits against transportation-related impact fees for development; and

WHEREAS, the Pinellas County Multimodal Impact Fee Ordinance, Chapter 150 of the Pinellas County Land Development Code, now governs the collection of multimodal impact fees in the Gateway area for developments once credits are expended; and

WHEREAS, on May 18, 2017, the City approved Ordinance 279-H, which adopted a Development Agreement between Echelon and the City that, inter alia, memorialized the amount of reserved GATISAF funds previously contributed by Echelon; and

WHEREAS, the City has received a request from the Developer for funding to construct certain roadway improvement using the reserved Echelon GATISAF funds; and

WHEREAS, the City approved a supplemental appropriation in the amount of $170,408 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund, which contains the reserved Echelon GATISAF funds, to the Carillon Center Roundabouts Project for engineering services, contingency and other soft costs on November 1, 2018; and
WHEREAS, City administration requests the City Council to approve this Resolution, which includes an appropriation in the amount of $123,329 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund toward the costs of the Developer constructing certain roadway improvements; and

WHEREAS, a total of $1,525,777.68 will remain from Echelon’s reserved GATISAF funds for future roadway improvements including, but not limited to, the construction of the Carillon Center Roundabouts Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Shared Cost Agreement between the City of St. Petersburg ("City") and ECC Carillon LLC ("Developer"), for the City to utilize reserved Gateway Areawide Transportation Improvement Special Assessment Fees in the amount of $123,329 previously paid by Echelon LLC for the Carillon Town Center project towards the cost of the Developer implementing certain roadway improvements on Fountain Parkway is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Agreement and all other necessary documents.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund (3071), the following supplemental appropriation for FY 2019:

| Multimodal Impact Fees Capital Improvement Fund (3071) | $123,329 |
| Echelon City Center Turn Lanes Project (TBD) |

This resolution shall become effective immediately upon its adoption.

Approved by: 

City Attorney (Designee) 
00451525.docx

Approved by: 

Evan Mory 
Transportation & Parking Director

Budget Director
ECHELON CITY CENTER
SHARED COST AGREEMENT

THIS ECHELON CITY CENTER SHARED COST AGREEMENT ("Agreement") made and entered into this ______ day of ______________, 2019 ("Effective Date"), by and between the City of St. Petersburg, Florida, a municipal corporation, whose address is P.O. Box 2842, St. Petersburg, Florida 33731 ("City") and ECC Carillon LLC, a Delaware limited liability company, whose mailing address is 235 3rd Street South, Suite 300, St. Petersburg, Florida 33701 ("Developer") (collectively "Parties").

RECITALS

WHEREAS, an affiliate of Developer, Echelon LLC ("Echelon") is the fee simple title owner of approximately 16.45 acres of land located within the boundaries of the City, the legal description of which is attached hereto as Exhibit A (hereinafter the "Property"); and

WHEREAS, all 16.45 acres of Property are zoned either "RC-3: Retail Center" or "RC-2: Retail Center" and has a Planned Redevelopment - Mixed Use Future Land Use Map designation (PR - MU); and

WHEREAS, Echelon is constructing a mixed use development to be known as "Echelon City Center" (previously known as Carillon Town Center), which is currently approved for 1,505 dwelling units, and 172,000 SF of retail, and 480,500 SF of office and 120 hotel rooms with additional Floor Area Ratio ("F.A.R.") Bonuses available; and

WHEREAS, on March 4, 2015, the City's Development Review Commission ("DRC") approved a site plan (Case No. 15-31000001) presented by Echelon for development of a portion of the Echelon City Center property, subject to the conditions and revisions stated in the DRC's Letter of Approval dated March 9, 2015, and the Staff Report attached to that Letter; and

WHEREAS, the master site plan, which is attached hereto as Exhibit B, shows several roadway improvements, including a median cut on Fountain Parkway, and an access point to the Property between Sites #5 and #6; and

WHEREAS, Echelon also desires to place a left turn lane from Fountain Parkway into the Property at the access point between Sites #5 and #6, which was not included in the site plan approved by the DRC; and

WHEREAS, the City supports the installation of the left turn lanes at the access point between Sites #5 and #6 on Fountain Parkway because they are in the interest of the public health, safety and welfare by removing the vehicles turning left into Echelon City Center and Commonwealth Court North on the other side of Fountain Parkway, therefore facilitating traffic
flow on Fountain Parkway for through movements, reducing the potential for rear-end crashes, and reducing vehicle emissions associated with traffic congestion; and

WHEREAS, Echelon has previously contributed $1,819,514.68 in Gateway Areawide Transportation Improvement Special Assessment Fees ("GATISAF"); and

WHEREAS, on May 18, 2017, the City approved Ordinances 275-H and 276-H, which rescinded the Gateway Areawide Development of Regional Impact ("GADRI") Ordinance and GATISAF Ordinance due to changes in Florida’s growth management laws and the obsolescence of the GADRI; and

WHEREAS, under Ordinance 276-H, unexpended assessment fees collected under the requirements of the GADRI and GATISAF Ordinances will remain dedicated to transportation improvements in the Gateway area of St. Petersburg, and assessments paid as development capacity reservation fees per the GADRI will continue to exist as credits against transportation-related impact fees for development; and

WHEREAS, the Pinellas County Multimodal Impact Fee Ordinance, Chapter 150 of the Pinellas County Land Development Code, now governs the collection of multimodal impact fees in the Gateway area for developments once credits are expended; and

WHEREAS, on May 18, 2017, the City approved Ordinance 279-H, which adopted a Development Agreement between Echelon and the City that, inter alia, memorialized the amount of reserved GATISAF funds previously contributed by Echelon; and

WHEREAS, the City has received a request from the Developer for funding to construct certain roadway improvement using the reserved Echelon GATISAF funds; and

WHEREAS, the City approved a supplemental appropriation in the amount of $170,408 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund, which contains the reserved Echelon GATISAF funds, to the Carillon Center Roundabouts Project for engineering services, contingency and other soft costs on November 1, 2018; and

WHEREAS, the City has agreed to appropriate an amount not to exceed $123,328.34 from the unappropriated balance of the Multimodal Impact Fees Capital Improvement Fund toward the costs of the Developer constructing certain roadway improvements, subject to the terms and conditions of this Agreement, and to any required future action of its City Council; and

WHEREAS, a total of $1,525,778.34 will remain from Echelon's reserved GATISAF funds for future roadway improvements including, but not limited to, the construction of the Carillon Center Roundabouts Project.

NOW THEREFORE, in consideration of the foregoing recitals (which are an integral part of this Agreement and are incorporated herein by reference) and the promises and covenants
contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall be two (2) years commencing on the Effective Date ("Term"), unless this Agreement is earlier terminated as provided for herein.

2. **CITY FUNDING.** The City shall pay Developer an amount not to exceed $123,328.34 of reserved GATISAF funds during the Term ("City Funding") toward the costs of Developer implementing the proposed roadway improvements plan ("Improvements Plan"), as set forth in Exhibit C, which is attached hereto and made a part hereof. The Improvements Plan may be revised by mutual written consent of the Parties and upon such mutual written consent Exhibit C will be deemed amended accordingly. The City will disburse the City Funding to Developer on a reimbursement basis pursuant to the Improvements Plan, upon receipt of an invoice from Developer. The invoice shall include reimbursement documentation which evidences payment pursuant to the Improvements Plan. After the City's review and approval of the invoice and reimbursement documentation, the City shall pay Developer the amount set forth in the invoice within sixty (60) days.

3. **INELIGIBLE ROADWAY IMPROVEMENTS.** The Parties agree that the median cut shown in the Improvements Plan is ineligible for funding by the City from the reserved GATISAF funds, and that Developer shall be solely responsible for any and all costs associated with the median cut.

4. **REPAYMENT OF CITY FUNDING.** If Developer does not construct the roadway improvements in accordance with the Improvements Plan during the Term of this Agreement, the City may require Developer to repay the City Funding to the City within thirty (30) days after notice to repay the City Funding has been delivered to Developer.

5. **DEVELOPER OBLIGATIONS.** Developer, at its sole cost and expense, shall construct roadway improvements according to the Improvements Plan during the Term of this Agreement. Upon completion of all the improvements set forth in the Improvements Plan, the Parties shall execute a Memorandum of Completion substantially similar to Exhibit D, attached hereto.

6. **ROADWAY IMPROVEMENTS TO REMAIN PUBLIC.** Any roadway improvements constructed pursuant to this Agreement shall remain dedicated to the public in perpetuity. Nothing herein shall be construed as a grant or waiver of the City's interest in its right-of-way under Fountain Parkway to Developer or any other entity.

7. **INDEMNIFICATION.**

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

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

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

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

iv. Any reckless or intentional wrongful act or omission of Developer, its employees, agents, representatives, or subcontractors.

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

8. INSURANCE.

A. In addition to the insurance that Developer is required to maintain in accordance with applicable Laws, Developer shall obtain and maintain the following insurance:

i. Commercial general liability insurance in an amount of at least One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars ($100,000); and (iv) contractual liability under this Agreement.
B. The commercial general liability insurance policy shall name City as an additional insured. Such policy shall provide that the City shall be notified at least thirty (30) days prior to any cancellation, reduction or material change in coverage. Developer shall provide City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best’s Insurance Guide.

9. CITY CONSENT AND ACTION.

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

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

10. ASSIGNMENT. Developer may not delegate performance nor assign this Agreement or any of its rights under this Agreement without the City’s prior written consent, which shall be granted or withheld in the City’s sole discretion. Notwithstanding the foregoing, the Developer shall have the authority to hire duly licensed contractors to perform the Improvements Plan, or subcontractors as provided in paragraph 27 below. In no event shall Developer’s retention of a contractor and/or subcontractor relieve Developer of any of its duties, obligations or representations under this Agreement.

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

City of St. Petersburg, Florida
P. O. Box 2842
St. Petersburg, FL 33731
Attn: City Development Administrator
Phone: 727-892-5024
Email: alan.delisle@stpete.org

DEVELOPER:

ECC Carillon LLC
235 3rd Street South, Suite 300
St. Petersburg, FL
Attn: Mr. Steve Kurcan
Phone: 727-803-8204
Email: skurcan@echelonre.com

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

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

14. TERMINATION. In the event of default, either party may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any term or condition of this Agreement and such failure continues for a period of thirty (30) days following notice from the notifying party specifying the default.

15. GOVERNING LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

16. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter covered herein and there
are no oral representations, arrangements or understandings between or among the parties relating to the subject matter of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

17. **COMPLIANCE WITH LAWS.** Developer shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida Public Records Laws (e.g. Chapter 119, Florida Statutes).

18. **NO THIRD PARTY BENEFICIARIES.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

19. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by the City and reviewed by Developer and its professional advisors. The City, Developer and Developer’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Developer or against the City or Developer merely because of their efforts in preparing it.

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

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

22. **BOOKS AND RECORDS.** Developer shall maintain financial books, records, and accounting information related to this Agreement. Developer shall, at any reasonable time requested by the City and as often as the City may deem necessary, make available to the City for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the City or its designated authorized representatives to audit and inspect all such books, records and information relating to all matters covered by this Agreement. Developer shall retain all such books, records and information during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies following expiration or earlier termination of this Agreement. Nothing herein shall be construed to
allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

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

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

25. **PERMITS AND LICENSES.** Developer shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government Developer in connection with Developer's performance of this Agreement. Upon request of the City, Developer shall provide the City with written evidence of such permits, licenses, certifications and approvals.

26. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.

27. **SUBCONTRACT.** The hiring or use of outside services or subcontractors in connection with the performance of Developer’s obligations under this Agreement shall be permitted. Developer shall be solely responsible for ensuring that any subcontractor retained by Developer acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. Developer shall promptly pay all subcontractors and suppliers. In no event shall Developer's retention of a subcontractor relieve Developer of any of its duties, obligations or representations under this Agreement.

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

29. **NONDISCRIMINATION.** Developer, its employees, agents, representatives, contractors, subcontractors and volunteers shall not discriminate because of race, color, religion,
gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

30. **NO RESPONSIBILITY OR LIABILITY.** The City shall not be responsible for or incur any liability for any claims or demands arising out of or in connection with this Agreement.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

ECC Carillon LLC:

By: ________________________
Print: ______________________
Title: ______________________

WITNESSES

By: ________________________
Print: ______________________

For consent to use Echelon’s GATISAF, pursuant to Paragraph 2 of this Agreement:

ECHELON LLC:

By: ________________________
Print: ______________________
Title: ______________________

WITNESSES

By: ________________________
Print: ______________________

CITY OF ST. PETERSBURG, FLORIDA:

By: ________________________
Print: ______________________
Title: ______________________

ATTEST:

__________________________
City Clerk (Designee)

Approved as to Form and Content:

__________________________
City Attorney (Designee)
Exhibit A

Echelon City Center Legal Description

PARCEL NUMBERS

- 123016313183000000 – 20
- 123016313183000000 – 50
- 123016313183000000 – 40
- 123016313183000000 – 50
- 123016313183000000 – 60
- 123016313183000000 – 70
- 123016313183000000 – 80

LOT 3

A PORTION OF LOTS 1, 4, AND 5, BLOCK 2 OF CARILLON PHASE II
AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS
OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE
SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY
ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY
47.09 THROUGH A CENTRAL ANGLE OF 21°9'13", (CHORD BEARING S.10°33'37"E,
46.82 FEET); THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE,
S.00°00'00"W, 402.69 THENCE S.89°51'23"W, 237.94 FEET TO THE POINT OF BEGINNING;
THENCE S.89°51'23"W, 288.17 FEET; THENCE N.00°08'37"W, 154.84 FEET; THENCE
N.89°51'23"E, 15.82 FEET THENCE N.00°08'43"E, 123.50 FEET THENCE N.89°51'23"E,
175.41 FEET; THENCE S.00°08'37"E, 105.50 FEET; THENCE N.89°51'17"E, 96.94 FEET;
THENCE S.00°08'43"E, 172.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.56 ACRES, MORE OR LESS.

SOUTH REMAINDER PARCEL

A PORTION OF LOTS 1, 2, 3, AND 4, BLOCK 2 OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY 47.09 THROUGH A CENTRAL ANGLE OF 21°9'13", (CHORD BEARING S.10°33'37"E, 46.82 FEET); THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.00°00'00"W, 402.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY BY THE FOLLOWING SIX (6) COURSES:

1 - THENCE S.00°00'00"W, 173.14 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 39.75 FEET;

2 - THENCE SOUTHERLY ALONG SAID CURVE 36.36 FEET THROUGH A CENTRAL ANGLE OF 52°24'21", (CHORD BEARING S.26°12'11"E, 35.10 FEET);

3 - THENCE S.00°00'00"W, 209.91 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 166.25 FEET;

4 - THENCE SOUTHEASTERLY ALONG SAID CURVE 171.54 FEET THROUGH A CENTRAL ANGLE OF 59°07'06", (CHORD BEARING S.29°33'33"W, 164.03 FEET);

5 - THENCE S.59°07'06"W, 475.03 FEET TO A CURVE CONCAVE NORTHERLY HAVNG A RADIUS OF 37.75 FEET;
6. THENCE WESTERLY 59.30 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARING N.75°52'54"W., 53.39 FEET) TO THE EASTERNLY RIGHT OF WAY LINE OF CARILLON PARKWAY OF SAID CARILLON PHASE II; THENCE ALONG SAID EASTERNLY RIGHT-OF-WAY LINE, N.30°52'54"W., 279.10 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1466.25 FEET; THENCE CONTINUE ALONG SAID EASTERNLY RIGHT-OF-WAY LINE, NORTHEASTERLY 324.34 FEET THROUGH A CENTRAL ANGLE OF 12°40'27", (CHORD BEARING N.24°32'41"W., 323.68 FEET; THENCE NON-TANGENT N.03°55'33"W., 50.86 FEET TO A NON-TANGENT CURVE CONCAVE EASTERNLY HAVING A RADIUS OF 1454.25 FEET; THENCE NORTHERLY 206.00 ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°06'58", (CHORD BEARING N.12°12'37"W., 205.83 FEET); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, N.89°51'23"E., 849.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.793 ACRES, MORE OR LESS.

LOT 2

A PORTION OF LOTS 1, AND 6, BLOCK 2 OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 127.75 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY 47.09 THROUGH A CENTRAL ANGLE OF 21°07'13", (CHORD BEARING S.10°33'57"E., 46.82 FEET); THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S.00°00'00"W., 402.69 FEET; THENCE S.89°51'23"W., 237.94 FEET; THENCE S.00°00'00"W., 178.94 FEET; THENCE S.89°51'23"W., 276.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ULMERTON ROAD (STATE ROAD NO. 688); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.89°51'23"E., 325.61 FEET; THENCE S.87°16'53"E., 1.81 FEET TO THE POINT OF BEGINNING.

LESS:

BANK PARCEL (SUNTRUST BANK)

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF ULMERTON ROAD, N.89°51'23"E., 163.06 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S.00°08'37"E., 158.35 FEET; THENCE S.89°51'23"W., 158.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.593 ACRES, MORE OR LESS.

LESS EXISTING BUILDING PARCEL

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 2, N.00°08'43"W., 155.23 FEET; THENCE S.89°57'43"E., 1.94 FEET TO THE POINT OF BEGINNING; THENCE N.00°19'53"W., 92.52 FEET; THENCE S.89°58'03"E., 58.84 FEET; THENCE S.00°01'53"E., 92.53 FEET; THENCE N.89°57'43"W., 58.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1250 ACRES, MORE OR LESS.

LESS GRILL PARCEL

A PART OF LOT 2, CARILLON TOWN CENTER, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 90 THROUGH 91 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EASTERNLY BOUNDARY OF SAID LOT 2 AND THE WESTERLY RIGHT-OF-WAY LINE OF FOUNTAIN PARKWAY OF CARILLON PHASE II AS RECORDED IN PLAT BOOK 113, PAGES 79 THROUGH 85 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, NORTH, 359.98 FEET; THENCE WEST, 9.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH, 263.11 FEET; THENCE EAST, 4.35 FEET; THENCE SOUTH, 56.25 FEET; THENCE WEST, 5.58 FEET; THENCE SOUTH, 15.64 FEET; THENCE WEST, 131.51 FEET; THENCE NORTH, 68.67 FEET; THENCE WEST, 15.67 FEET; THENCE SOUTH, 61.53 FEET; THENCE EAST, 142.42 FEET; THENCE SOUTH, 18.00 FEET; THENCE EAST, 6.00 FEET; THENCE SOUTH, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.4210 ACRES, MORE OR LESS.
REMAINDER LOT 2 CONTAINING 1.93 ACRES MORE OR LESS.
Exhibit B
Master Site Plan
Exhibit C
Proposed Roadway Improvements Plan

Fountain Parkway Improvements
See Plans as approved by Permit 19-1000823

To allow traffic to efficiently and safely move north from Commonwealth Boulevard into and out of Echelon City Center (east and west turns onto Fountain Parkway), this project eliminates the median at Fountain Parkway and Commonwealth Boulevard.

This project provides a left turn lane into Echelon City Center for traffic heading south on Carillon Parkway turning east onto Fountain Parkway.

This project provides a left turn lane on to Commonwealth Boulevard for traffic heading west on Fountain Parkway.

In addition, this project re-works curbs, adjusts street lighting, and modifies storm water inlets and other utilities.
Exhibit D
Completion of Roadway Improvements Plan

THIS MEMORANDUM OF COMPLETION is entered into this __________ day of ________________, 20__, by and between the City of St. Petersburg, Florida ("City"), a municipal corporation, whose address is P.O. Box 2842, St. Petersburg, Florida 33731 and ECC Carillon LLC ("Developer"), whose address is 235 3rd Street South, Suite 300, St. Petersburg, Florida 33701.

The Parties hereto agree that all of the Developer obligations related to the implementation of the roadway improvements set forth in the Improvements Plan in accordance with the terms and conditions of the Echelon City Center Shared Cost Agreement ("Agreement") dated ________________ have been completed as of the date first written above. All other terms and conditions set forth in the Agreement remain in effect, including the dedication of the roadway improvements completed under this Agreement to the public in perpetuity.

ECC Carillon LLC

By: ________________________________
    Steven K. Kurcan, as its President

City of St. Petersburg, Florida

By: ________________________________

Print: ______________________________

Title: ______________________________

Approved as to Form and Content:

______________________________
City Attorney (Designee)
The following page(s) contain the backup material for Agenda Item: Accepting Addendum No. 2 in an amount not to exceed $207,791.74 submitted by Air Mechanical & Service Corp (AMSCO) to the Control Estimate dated December 30, 2018 for AMSCO to upgrade and replace the City Hall Fire Alarm system as part of the City Hall HVAC Upgrades Project; providing that the total Control Estimate for the City Hall HVAC Upgrades Project shall not exceed $5,894,477.81; authorizing the Mayor or his designee to execute the Third Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida and AMSCO dated August 25, 2017, as amended, to incorporate Addendum No. 2 into the Control Estimate; authorizing the City Attorneys office to make non-substantive changes to the Third Amendment; approving a transfer in the amount of $210,000 from the unappropriated balance of the General Fund (0001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $210,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the MOB Repairs and Improvements Project (Engineering No. 16229-119; Oracle No. 14607).

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

Meeting of June 6, 2019

Consent Agenda

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

SUBJECT: A resolution accepting Addendum No. 2 in an amount not to exceed $207,791.74 submitted by Air Mechanical & Service Corp (AMSCO) to the Control Estimate dated December 30, 2018 for AMSCO to upgrade and replace the City Hall Fire Alarm system as part of the City Hall HVAC Upgrades Project; providing that the total Control Estimate for the City Hall HVAC Upgrades Project shall not exceed $5,894,477.81; authorizing the Mayor or his designee to execute the Third Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida and AMSCO dated August 25, 2017, as amended, to incorporate Addendum No. 2 into the Control Estimate; authorizing the City Attorney’s office to make non-substantive changes to the Third Amendment; approving a transfer in the amount of $210,000 from the unappropriated balance of the General Fund (0001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $210,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the MOB Repairs and Improvements Project (Engineering No. 16229-119; Oracle No. 14607); and providing an effective date.

EXPLANATION: On August 3, 2017 City Council approved a Construction Manager Contract (“CM Contract”) with Air Mechanical & Service Corp (AMSCO) for preconstruction and construction services for the City Hall HVAC Upgrades project. On January 17, City Council approved a Control Estimate in the not to exceed amount of $5,547,803.43 for the construction of the City Hall HVAC Upgrades Project and authorized the Mayor to execute the First Amendment to the AMSCO CM Contract. On April 4, 2019 City Council approved the Second Amendment to the AMSCO CM Contract increasing the Control Estimate in an amount not to exceed $138,882.64 for moving the City Hall furniture to the old Police Headquarters.

As part of the permit process for the City Hall HVAC upgrades it was determined the existing 20-year-old City Hall Fire Detection System did not meet current Fire Codes and would need to be upgraded as part of the proposed HVAC construction. Since the City has moved to a Honeywell based Building Automation System, AMSCO was directed to work with Honeywell to engineer, furnish and install a complete fire alarm detection system to include new fire alarm control panel with voice evacuation system, complete system wiring and program the necessary equipment and software to expand the existing Honeywell EBI system installed in City Hall. A transfer from the General Fund (0001) to the General Capital Improvement Fund (3001) and supplemental appropriation from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) is required to advance the timing of the work so that it can be completed within the schedule for the City Hall HVAC upgrades.

RECOMMENDATION: Administration recommends City Council approve the attached resolution approving Addendum No. 2 in an amount not to exceed $207,791.74 submitted by Air Mechanical & Service Corp (AMSCO) to the Control Estimate dated December 30, 2018 for AMSCO to upgrade and replace the City Hall Fire Alarm system as part of the City Hall HVAC Upgrades Project; providing that the total Control Estimate for the City Hall HVAC Upgrades Project shall not exceed $5,894,477.81; authorizing the Mayor or his designee to execute the Third Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida and AMSCO dated August 25, 2017, as amended, to incorporate Addendum No. 2 into the Control Estimate; authorizing the City Attorney’s office to make non-
substantive changes to the Third Amendment; approving a transfer in the amount of $210,000 from the unappropriated balance of the General Fund (0001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of $210,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the MOB Repairs and Improvements Project (Engineering No. 16229-119; Oracle No. 14607); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: The FY19 Adopted Budget included a transfer of $10,325,662 from the General Fund into the Downtown Redevelopment District Trust Fund (1105). Subsequent to the budget adoption, the city entered into the First Amendment to the Amended and Restated Interlocal Agreement with Pinellas County with respect to the Intown TIF. One portion of this amended and restated agreement provided that the percentage contribution of annual incremental revenue from both the city and the county to the Intown TIF trust fund be reduced from 95% to 75%. The reduction from 95% to 75% resulted in a decrease in the amount of General Fund transfer or savings of $2,173,824. A transfer in the amount of $1,446,000 was previously approved from the unappropriated balance in the General Fund (0001) to the General Capital Improvement Fund (3001), resulting from the reduced contribution level, and a supplemental appropriation was approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) to the MOB Repairs and Improvements Project (Engineering No. 16229-119; Oracle No. 14607). The remaining balance of approximately $727,824 remained in the General Fund for future appropriations. This resolution provides for a transfer in the amount of $210,000 from the unappropriated balance of the General Fund (0001), resulting from the reduced contribution level, to the General Capital Improvement Fund (3001), and approval of a supplemental appropriation in the amount of $210,000 from the increase in the unappropriated balance in the General Capital Improvement Fund (0001) resulting from the above transfer to the MOB Repairs and Renovations Project (Engineering No. 16229-119; Oracle No. 14607). The remaining balance of approximately $517,824 will remain in the General Fund for future appropriation.

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<td>Amount Used for City Hall Project</td>
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ATTACHMENTS: Resolution
AMSCO Proposal

APPROVALS: Administrative Budget
RESOLUTION NO. 2019-__

A RESOLUTION ACCEPTING ADDENDUM NO. 2 IN AN AMOUNT NOT TO EXCEED $207,791.74 SUBMITTED BY AIR MECHANICAL & SERVICE CORP (AMSCO) TO THE CONTROL ESTIMATE DATED DECEMBER 30, 2018 FOR AMSCO TO UPGRADE AND REPLACE THE CITY HALL FIRE ALARM SYSTEM AS PART OF THE CITY HALL HVAC UPGRADES PROJECT; PROVIDING THAT THE TOTAL CONTROL ESTIMATE FOR THE CITY HALL HVAC UPGRADES PROJECT SHALL NOT EXCEED $5,894,477.81; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE THIRD AMENDMENT TO THE CONSTRUCTION MANAGER CONTRACT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AMSCO DATED AUGUST 25, 2017, AS AMENDED, TO INCORPORATE ADDENDUM NO. 2 INTO THE CONTROL ESTIMATE; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE THIRD AMENDMENT; APPROVING A TRANSFER IN THE AMOUNT OF $210,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $210,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM THE ABOVE TRANSFER TO THE MOB REPAIRS AND IMPROVEMENTS PROJECT (ENGINEERING NO. 16229-119, ORACLE NO. 14607) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Air Mechanical & Service Corp. ("AMSCO") executed a Construction Manager Contract on August 25, 2017, for AMSCO to provide preconstruction and construction phase services for the City Hall HVAC Upgrades Project ("Project"); and

WHEREAS, following execution of the contract, the City authorized AMSCO to provide preconstruction phase services in an amount not to exceed $33,911; and

WHEREAS, on January 17, 2019, the City and AMSCO entered into the First Amendment to incorporate the Control Estimate in an amount not to exceed $5,547,803.43 for construction phase services for the Project into the contract; and

WHEREAS, on April 19, 2019, the City and AMSCO entered into the Second Amendment to increase the Control Estimate by an additional $138,882.64 for AMSCO to move City Hall Furniture to the Police Headquarters (for a total Control Estimate for the Project not to exceed $5,686,686.07); and

WHEREAS, the City and AMSCO desire to execute the Third Amendment to increase the Control Estimate (as previously increased) by an additional $207,791.74 for AMSCO to upgrade and replace the City Hall Fire Alarm System (for a total Control Estimate for the Project not to exceed $5,894,477.81); and
WHEREAS, funding for the Third Amendment will be available after (i) a transfer in the amount of $210,000 from the unappropriated balance of the General Fund (0001) to the General Capital Improvement Fund (3001) and (ii) a supplemental appropriation in the amount of $210,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001) resulting from the above transfer to the MOB Repairs and Improvements Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Addendum No. 2 in an amount not to exceed of $207,791.74 submitted by Air Mechanical & Service Corp (AMSCO) to the Control Estimate dated December 30, 2018 for AMSCO to upgrade and replace the City Hall Fire Alarm System as part of the City Hall HVAC Upgrades Project is hereby accepted.

BE IT FURTHER RESOLVED that the total Control Estimate for the City Hall HVAC Upgrades Project shall not exceed $5,894,477.81.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Third Amendment to the Construction Manager Contract between the City of St. Petersburg, Florida and AMSCO dated August 25, 2017, as amended, to incorporate Addendum No. 2 into the Control Estimate.

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

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

| General Fund (0001) | General Capital Improvement Fund (3001) | $210,000 |

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

| General Capital Improvement Fund (3001) | MOB Repairs and Improvement Project (14607) | $210,000 |

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)  
00449695

Budget Director
Addendum No. 2 to the Control Estimate dated December 30, 2018

May 07, 2019
Raul Quintana, AIA
City of St. Petersburg
One 4th Street N.
St. Petersburg, FL 33701

Re: St. Petersburg City Hall Fire Alarm Replacement & Upgrades Additional Scope

Per your request we are pleased to provide scope and pricing on the above referenced project. The scope of the work is as follows based on Honeywell Building Solutions proposal:

City Hall Fire Alarm Replacement Subcontractor Scope:
Honeywell shall provide the following equipment and services (“the Work”) in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.
Honeywell proposes to furnish and install a new Fire Detection System, replacing the existing 20 year installed system. The new system will be installed and configured to meet current State of Florida Fire Protection Codes. The system will be furnished and installed with the necessary hardware, software, graphics, engineering, programming, and commissioning of the system.

A. Engineering
Honeywell Shall:
• Fire Alarm Drawings - Create, engineer, & furnish the fire alarm drawings
• PE Services - Provide PE Services to review, stamp, and seal fire alarm design drawings
• Permitting - Submit and acquire the necessary fire alarm and low voltage permits.
• Programming – Complete all sequence of operation programming to the new fire alarm control panels.
• Graphics – Create, program, and install new graphics for the fire alarm system, install on the Honeywell EBI Fire Server.
• As Built Documents – Furnish updated As Built drawings at project close out.

B. Installation:
Honeywell Shall:
• Wiring – A portion of the existing fire alarm detection system wiring, backboxes, etc. shall be reused where possible. All new wire will be FPL type wiring, as the ceiling are not plenum rated.
• Fire Alarm Control Panels – Furnish a new main fire alarm control panel with voice evacuation system, and Digital Communicator. Furnish and install a new Pre-Action control panel, with new initiating devices, interfaced to the existing pre-action solenoid.
• Equipment - Furnish, program, install, and test all fire alarm equipment noted in the following “Equipment” Section.
• EBI System Expansion – Furnish, install, and program the necessary equipment and software to expand the existing EBI system installed in the City Hall Building.
• Acceptance Testing - Perform a fire alarm pre-test and final acceptance test with the local AHJ.
Owner/GC/others shall:
• Paint, Patch, & Match – The Owner, General Contractor, or Others shall repair the wall, and provide patching and painting to match. Honeywell expects minimal instances but the existing Fire is recessed into the wall, and will require some drywall rework.
• 120 VAC Power - Furnish and install all 120 VAC Power.
• Remote Station Monitoring – Owner will continue to provide (2) dedicated phone lines, connected to a contracted Central Monitoring Station.

4311 W. Ida Street
Tampa, FL 33614
Ph: 813-373-0982
Fax: 813-373-2275

8850 66th Ct. North
Pinellas Park, FL 33782
Ph: 727-544-4340
Fax: 850-329-7366
Fax: 850-329-7615

3119 Louise St.
Tallahassee, Fla. 32304
Ph: 850-329-7366
Fax: 850-329-7615

325 Anchor Rd.
Casselberry, Fla.32707
Ph: 407-699-0454
Fax: 407-699-0690

2700 Ave of the Americas
Englewood, FL 34224
Ph: 941-475-3715
Fax: 941-475-3725
C. Equipment:

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<td>FIRE NETWORK ADAPTER</td>
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<td>MONITOR MODULES, ADDRESSABLE</td>
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<td>CONTROL MODULES, ADDRESSABLE</td>
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II. Assumptions/Exceptions

A. AHJ Approval – Honeywell’s proposal is contingent upon the approval of the local AHJ.
B. 120 VAC Power – provided by others, reuse existing where applicable.
C. Paint, Patch, and Match - Owner or others shall furnish all labor and materials to paint, patch, or match the existing wall, or ceilings affected by this upgrade.
D. Remote Monitoring Station – Owner shall maintain the existing (2) dedicated phone lines, along with contracted Remote Station Monitoring of the Fire Alarm.
E. Working Hours – all work to be performed during standard working hours.
F. Warranty – Includes One Year Warranty.
G. Shipping & Tax – Includes all shipping and taxes.
H. Fire/Smoke Dampers - Fire/smoke dampers are not shown on the drawings and any interlocks/ wiring/ piping related to the fire smoke dampers are excluded from this proposal.
I. On Site Training – Proposal includes a maximum of (2) onsite training hours.
J. Asbestos – Construction Manager or Owner shall provide Honeywell with an Asbestos Statement prior to any work occurring.

K. Down Payment – Proposal is based upon a 10% down payment. Upon an executed contract, Honeywell, shall invoice for 10% of the total contract amount.

III. Period of Performance: The work shall commence on TBD (“Effective Date”) and shall be completed within (6) Months (“Completion Date”)

- Fire Alarm Replacement Total $179,546.62
- (One Hundred Seventy-Nine Thousand Five Hundred Forty-Six Dollars and Sixty-Two Cents)
- Fire Alarm Replacement Add Alternate Total $12,614.15
- (Twelve Thousand Six Hundred Fourteen Dollars and Fifteen Cents)
- Change Sub Total $192,160.77
- (One Hundred Ninety-Two Thousand One Hundred Sixty Dollars and Seventy-Seven Cents)
- Fire Alarm Replacement Painting Total $1,500.00
- (One Thousand Five Hundred Dollars and Zero Cents)
- Fire Alarm Replacement Provide 120-volt Power Total $2,000.00
- (Two Thousand Dollars and Zero Cents)
- Change Sub Total $195,660.77
- (One Hundred Ninety-Five Thousand Six Hundred Sixty Dollars and Seventy-Seven Cents)
- Cm Fee $9,783.04
- (Nine Thousand Seven Hundred Eighty-Three Dollars and Four Cents)
- Bond / Builders Risk Costs $2,347.93
- (Two Thousand Three Hundred Forty-Seven Dollars and Ninety-Three Cents)
- Change Total $207,791.74
- (Two Hundred Seven Thousand Seven Hundred Ninety-One Dollars and Seventy-Four Cents)

If you have any questions, please call.

Respectfully Submitted,

Aaron Dantan
Sales Engineer
Air Mechanical & Service Corporation
aaron@amsco-ac.com

Authorization: ________________________
Date: ____________________________
The following page(s) contain the backup material for Agenda Item: Approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Transmap Inc. (A/E), dated December 13, 2018, for A/E to provide, collect, and process additional asset information for the Pavement Management System Upgrade and Implementation Project, in an amount not to exceed $140,000; providing that the total contract amount shall not exceed $425,000; authorizing the City Attorneys office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute the first Amendment; and providing an effective date (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, 16331 and 16678). Please scroll down to view the backup material.
TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A Resolution approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Transmap Inc. ("A/E"), dated December 13, 2018, for A/E to provide, collect, and process additional asset information for the Pavement Management System Upgrade and Implementation Project, in an amount not to exceed $140,000; providing that the total contract amount shall not exceed $425,000; authorizing the City Attorney’s office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute the first Amendment; and providing an effective date (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, 16331 and 16678)

EXPLANATION: The City currently maintains a pavement database system which tracks the maintenance history of approximately 907 centerline miles within the City Limits. Development of the 5 year Capital Improvement Plan ("CIP") for Annual Resurfacing is based on historical information and site investigations by City staff to assess pavement conditions. Consistent with the City’s initiatives for efficiency and process improvements, the existing database will be replaced with a database and system that meet current standards for assessing pavement condition and will allow a more accurate method for CIP forecasting.

On July 9, 2018, Transmap Inc. was selected to perform pavement condition assessment, database and program implementation. The scope of work included project administration, Pavement Condition Assessment consistent with American Public Works Association (APWA) policies using ASTM standards (D6433). Transmap Inc. uses the US Army Corps of Engineers Paver Distress Identification Manual as a guideline for pavement inspections.

On January 3, 2019, City Council approved an Architect/Engineer Agreement between the City of St. Petersburg, Florida and Transmap Inc. in the amount of $285,000 to furnish a Pavement Condition Survey, Pavement Management System and Curb Assets for the Pavement Management System. Implementation and training for the MicroPaver Pavement Management System (PMS), Roadway surface Light Detection and Ranging (LIDAR). This work was limited to roadways and curblines.

Amendment No. 1 to the A/E Agreement in the amount of $140,000.00 will provide funding for the inclusion of city-owned alleys (in addition to the roadways and curblines) and adding a street sign inventory along city-owned streets and alleys.

- Task 6: Alleys – Drive and collect asset information along city-owned alleys.
- Task 7: Alley & Streets Signs – Process street sign data, format in ESRI and link to City’s street centerline street files. This information will be used to create a citywide street sign inventory.

A/E Agreement and Amendment No. 1 includes the following phases and associated not-to-exceed costs respectively:

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**Total Project Cost**  
$425,000.00

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to execute the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Transmap Inc. ("A/E"), dated December 13, 2018, for A/E to provide, collect, and process additional asset information for the Pavement Management System Upgrade and Implementation Project, in an amount not to exceed $140,000; providing that the total contract amount shall not exceed $425,000; authorizing the City Attorney’s office to make non-substantive changes to the First Amendment; authorizing the Mayor or his designee to execute the first Amendment; and providing an effective date (ECID Project No. 18013-110, Oracle Nos. 16179, 16741, 16331 and 16678).

**COST/FUNDING INFORMATION:** Funds have been previously appropriated in the Citywide Infrastructure Capital Improvement Fund (3027) Street & Road Improv FY18 Project (16179), Street & Road Imps FY19 Project (16741) and Alley Recon - Brick FY19 Project (16678) and the Water Resources Capital Projects Fund (4003) ASM Comp HW/SW Repl FY18 Project (16331).

**ATTACHMENTS:** Resolution  
Amended Appendices A, B & C

**APPROVALS:**

[Administrative Signature]

[Budget Approval Signature]
RESOLUTION NO. 2019 -

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND TRANSMAP INC. (“A/E”) DATED DECEMBER 13, 2018 FOR A/E TO PROVIDE, COLLECT, AND PROCESS ADDITIONAL ASSET INFORMATION FOR THE PAVEMENT MANAGEMENT SYSTEM UPGRADE AND IMPLEMENTATION PROJECT IN AN AMOUNT NOT TO EXCEED $140,000; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $425,000; AUTHORIZING THE CITY ATTORNEY’S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FIRST AMENDMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Transmap, Inc. (“A/E”) executed an architect/engineering agreement (“Agreement”) on December 13, 2018 for A/E to provide a Pavement Condition Survey, Pavement Management System, and Curb Assets for the Pavement Management System Upgrade and Implementation Project in an amount not to exceed $285,000; and

WHEREAS, the City and A/E desire to amend the Agreement for the A/E to (i) drive and collect asset information of surface data on City owned alley and (ii) create a citywide street sign inventory along City owned streets and alleys in an amount not to exceed $140,000; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Transmap Inc. (“A/E”) dated December 13, 2018 for A/E to provide, collect, and process additional asset information for the Pavement Management System Upgrade and Implementation Project in an amount not to exceed $140,000 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $425,000.

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

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

This Resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)
GENERAL DESCRIPTION

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

The following additional 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 6  DRIVING ALLEYS

6.1 ON-SIGHT MOBILE MAPPING
A/E will perform a centerline review of the City’s Geographical Information System (GIS) centerline file that will be provided by the City prior to any data collection.

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

A/E will drive along every alley identified in the centerline GIS file provided by the City. The image database will be collected for each alley specified by the City in one direction, enabling a full 360-degree view of each roadway in the network.

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

The specified route network will be compared against that of which has been imaged to ensure that no route segments have been overlooked. Missing route segments will be re-driven. Route segments may not be imaged when they are not accessible due to construction, temporary or permanent closures, or they may not exist as indicated in the supplied base data sets (i.e. - paper streets).
6.2 PROJECT MANAGEMENT
A/E will create project management reports, project milestones, project goals and keep the City informed on the progress of the project. A/E will provide monthly status reports and maps. Most project management will be done remotely except for the kick-off meeting. A/E will utilize the web, email and voice for most project management tasks. The project manager is also responsible for the allocation of staff for a timely completion of the project. The project manager reports to the account manager and project principal on the status of the project.

TASK 7 ALLEY SIGNS / STREET SIGNS

TASK 7.1 ASSETS
The following table represents the point and linear assets requested by the City that will be collected on the roads and alleys within the project area, using our ON-SIGHT imagery and ground-based LiDAR. The assets will be based on XY coordinates and will be delivered in an Esri geodatabase, XY coordinates will be in State Plane Coordinate System. Standard attribute data will be collected for each asset. Linear assets are measured by a ‘Start’ and ‘Stop’ XY coordinate where the actual asset starts and stops.

<table>
<thead>
<tr>
<th>Asset</th>
<th>Attributes</th>
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<tbody>
<tr>
<td>Point Asset - Signs</td>
<td>Street name, unique ID, unique ID (street centerline), MUTCD code, post type, facing direction, size (Stop 30°, 36°)</td>
</tr>
</tbody>
</table>

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

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

Task 6 – DRIVING ALLEYS

<table>
<thead>
<tr>
<th>6.1 - ON-SIGHT Mobile Mapping</th>
<th>A/E will deliver the van image, which is a geodatabase of the vehicle path with an image link, to the A/E media site. A drive-coded geodatabase of the centerline file is also included. A/E will deliver all images data on an internal Serial Advanced Technology Attachment (SATA) hard drive. A download cable (USB to SATA) can be provided.</th>
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<tr>
<td>6.2 - Project Management</td>
<td>A/E will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.</td>
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Task 7 – ALLEY SIGNS / STREET SIGNS

<table>
<thead>
<tr>
<th>7.1 - Signs</th>
<th>Standard geodatabase delivery will be delivered in NAD 1983 HARN State Plane Florida West FIPS 0902 Feet coordinate system.</th>
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<tbody>
<tr>
<td>7.2 - GIS Integration</td>
<td>A/E will link all sign data to the City centerline (unique ID and road name)</td>
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<tr>
<td>7.3 - Project Management</td>
<td>A/E will supply the City with monthly project status reports along with maps and ArcGIS Online tracking.</td>
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</tbody>
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-- End of Scope --
### ON-SIGHT™ Raw Data Collection Includes Lidar (units = centerline miles) Alleys

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<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
<th>Units</th>
<th>Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>6.1</td>
<td></td>
<td>Transmap will utilize our Crack Map 3D Technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (RGW) with our panoramic Ultra HD solution. Ground-based Lidar (Alleys driven one direction)</td>
<td>229</td>
<td>$131.00</td>
<td>$29,999.00</td>
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### Project Management (units = hours)

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<tr>
<th>Task</th>
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<th>Comments</th>
<th>Units</th>
<th>Price</th>
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<tr>
<td>6.2</td>
<td></td>
<td>Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates - Kickoff meeting - Includes council presentation</td>
<td>33</td>
<td>$109.00</td>
<td>$3,597.00</td>
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**Subtotal** $33,596.00

### Signs

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<tr>
<th>Task</th>
<th>Description</th>
<th>Comments</th>
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<tr>
<td>7.1</td>
<td>(Streets) Signs Regulatory, Warning, Guidance (units = centerline miles)</td>
<td>Attributes include: street name, unique ID, unique ID (street centerline), MUTCD code, post type, facing direction, size (Stop 30&quot;, 36&quot;)</td>
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<tr>
<td>7.1</td>
<td>*(Alleys) Signs Estimate (units = per sign)</td>
<td>Attributes include: street name, unique ID, unique ID (street centerline), MUTCD code, post type, facing direction, size (Stop 30&quot;, 36&quot;)</td>
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<tr>
<td>7.2</td>
<td>(Streets) GIS Integration (units = hours)</td>
<td>Transmap will link all collected assets to the City centerline unique ID and road name.</td>
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<td>7.3</td>
<td>(Streets) Project Management (units = hours)</td>
<td>Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.</td>
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### Additional Scope Total: $135,616.64

*Estimated 2 signs per alley segment.
**Transmap Corporation Approximate Month Schedule**

**Pavement Management System Upgrade and Implementation (Project No. 18013-1.10)**

Amended Appendix C

<table>
<thead>
<tr>
<th>Tasks</th>
<th>M1</th>
<th>M2</th>
<th>M3</th>
<th>M4</th>
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<td>Task 1.2 - Project Kick-off Meeting</td>
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<td>City Staff Needed - Kick-off Meeting</td>
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<td>Task 2.1 - Mobilization</td>
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<td>Task 2.1 - ON-SIGHT Raw Data Collection</td>
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<td>Task 2.2 - Advanced Inspections (Post Processing)</td>
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<td>Task 2.3 - Network Level ASTM Inspection</td>
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<td>City Staff Review Needed - Draft Reporting</td>
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<td>Task 2.8 - Final Pavement Reporting Delivered</td>
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<td>Task 4.1 - Curb GIS Integration</td>
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<td>Task 4.1 - Curb QA/QC</td>
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<td>Tasks 2.9/4.2 - Transmap Project Management (ongoing during project)</td>
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<td>Attachment 1 to Appendix B Schedule - April 23rd, 2019</td>
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<td>Task 6.1 - ON-SIGHT Raw Data Collection ( Alleys)</td>
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<td>Task 7.1 - Signs (Streets)</td>
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<td>Task 7.2 - GIS Integration</td>
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<td>Tasks 7.3 - Project Management</td>
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*Additional project services will commence upon issuance of Notice to Proceed

Project timeline is subject to change based on the following factors: City staff availability for meetings, data requested by Transmap to drive on wet roads)

**BOLD text represents critical paths that the City needs to be involved in.**
The following page(s) contain the backup material for Agenda Item: Resolution Amending City Council Policy and Procedures Manual. Please scroll down to view the backup material.
MEMORANDUM

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

FROM: Jacqueline Kovilaritch, City Attorney

DATE: May 29, 2019

RE: June 6, 2019 Consent Agenda Item:
Resolution Amending City Council Policy and Procedures Manual

Pursuant to City Council’s request, attached is a resolution amending City Council’s Policy and Procedures Manual to add Subsection G to Chapter Two, Section II, related to staff reports. Specifically, Subsection G addresses the time limit for staff reports to City Council as reflected in Councilmember Wheeler-Bowman’s New Business Item approved by City Council on May 16, 2019.

Please let me know if you have any questions or would like to discuss this amendment further.

Attachment
A RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL POLICY AND PROCEDURES MANUAL TO ADD SUBSECTION G TO CHAPTER TWO, SECTION II, REGARDING STAFF REPORTS TO CITY COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council previously adopted the City Council Policy and Procedures Manual ("Manual"); and

WHEREAS, the Manual provides that City Council shall have the authority to amend or modify the policies and procedures established in the Manual by resolution unless the policy or procedure is required by law or the Charter; and

WHEREAS, City Council wishes to amend the Manual to add a subsection regarding the duration of staff reports.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the City Council Policy and Procedures Manual is hereby amended as follows:

1. Add subsection G to Chapter Two, Section II of the Manual, regarding the duration of staff reports to City Council, as attached hereto.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

[Signature]
City Attorney (Designee)

00451383
CHAPTER TWO
PROCEDURES FOR CITY COUNCIL MEETINGS

Due to the public nature of our position, Council Members have a great responsibility to set the standard for civility and professionalism while interacting with other Council Members, citizens, City staff and other elected and appointed officials.

Civility is not easily defined, but everyone knows it when they see it. Generally it is based on the concept of the golden rule, which is that we should treat others as we wish to be treated. In government, it means conducting the public's business with respect for other elected officials, staff, and citizens irrespective of positions held on specific issues. In civil discourse, opponents make their arguments on the merits of the case rather than engaging in personal attacks or acrimonious statements.

Civility and professionalism are about more than just politeness, although politeness is necessary. They are about disagreeing without disrespect, seeking common ground as a starting point for dialogue about differences, listening past one's preconceptions, and helping others to do the same. Civility contemplates the cultivation of traits such as honesty, fairness, self-control, and prudence that help us reach our full potential. When we practice civility and professionalism in the conduct of the public's business, we are helping our City to fulfill its potential by putting the common good ahead of personal rivalries or irritations.

Council Members' actions are highly visible, therefore, setting a high standard of conduct in doing the public's business is an important example to our entire community. The manner in which we govern ourselves is often as important as the positions we take.

I. Meetings.

A. City Council shall meet regularly at least once every month at such times and places as the City Council may prescribe. § 3.05(a), Municipal Charter.

1. Regular City Council meetings shall be held on the first and third Thursday of the month.

2. The meeting held on the first Thursday of the month shall begin at 8:30 a.m. Public hearings shall be scheduled for 9:00 a.m.

3. The meeting held on the third Thursday of the month shall begin at 3:00 p.m. with public hearings scheduled for 6:00 p.m.

B. A "mini-meeting" of the City Council shall be held on the second Thursday of the month beginning at 3:00 p.m. to conduct Awards and Presentations, Correspondence, and Legal/Closed Sessions. There is no Open Forum at this meeting. This meeting is not considered a "regular" meeting for procedural purposes (e.g., motion to reconsider), except that the allotted
time periods for Council Members to speak shall be the same as "regular" meetings (see Sub. III below). Any business item needing to be added to the agenda must receive the Chair’s approval.

1. Awards and presentations (includes proclamations) are those ceremonial matters presented by the Mayor, City Council or any Council Member, or an award bestowed on the City or staff by an outside entity. Presentations shall not include presentations made by a person to promote a non-ceremonial occurrence; these matters would be a correspondence matter at a different meeting. Proclamations are more specifically addressed in Chapter 5 relating to Proclamations.

2. Not more than two awards/presentations may be placed on the agenda for each mini-meeting by each Council Member. Not more than four awards/presentations (not including St. Pete’s Promise awards/presentations) may be placed on the agenda for each mini-meeting by City Administration or staff. The deadline for placing items on a mini-meeting agenda shall be close of business on the Thursday prior to the mini-meeting. The Chair shall have the discretion to waive the requirements set forth in this subparagraph if the Chair finds good cause for such waiver.

3. The Chair may reorder items on the mini-meeting agenda to accommodate the public or address other concerns without a vote of the City Council. City Council may override the announced agenda order by a motion. The motion must be seconded and a majority vote of the quorum present is required for passage.

4. The time period for granting an award or making a presentation shall not exceed eight to ten (8-10) minutes unless the Chair approves additional time. Council Members’ allotted time to speak shall commence after the award is granted or presentation is made.

5. The beginning of each mini-meeting shall be reserved for presentations of family oriented music by a local musician who must be recommended in writing by a Council Member or the Mayor. Musicians shall be limited to playing for five minutes and must meet the criteria and conditions set forth in the ‘Performer Questionnaire’ located in the Appendix. The Chair shall resolve any scheduling conflicts if more than one musician is recommended for a meeting.

C. Every December the City Council shall schedule a workshop to discuss the calendar for the following calendar year (including the following January). The discussion shall include any variations to the foregoing regular meeting schedule, Committee meetings, agenda reviews, special workshops, City Council vacation weeks, City Council conference weeks (FLC, NLC, etc.)
and any other calendar related issue that City Council deems appropriate. This meeting shall include newly elected Council Members and excludes Council Members who will no longer be in office. At the first regular meeting in January, City Council shall approve the calendar for that year through the end of January of the following year.

D. Council Members must be present in the Council Chambers at the time a vote is taken in order to have a recorded vote on a matter. Council Members must physically attend all meetings and may not attend by telephone or video conferencing unless approved by City Council in advance and subject to any limitations imposed by law. No quasi-judicial matters may be heard by telephone.

E. Special meetings.

1. Special meetings may be held on the call of the Council Chair or the Mayor, or of a majority of the Council Members at a properly noticed meeting.

a. Notice of a special meeting will be made by the City Clerk, by delivering personally, by mail, or email, written notice to each Council Member and to the local newspaper and to local media outlets on the City notification list at least 24 hours before the time of such meeting as specified in the notice (case law has established this time requirement). The call and notice shall specify the time and place of the special meeting and a general description of the business to be transacted.

II. General procedural rules.

A. City Council shall by ordinance determine its own rules or procedure provided that the requirements contained therein shall always be equal to or greater than those requirements established by law. § 3.05(b), Municipal Charter.

B. The City Council shall determine its own order of business. § 3.05(b), Municipal Charter.

C. Any Council Member wishing to speak must first obtain the floor by being recognized by the Chair. The Chair must recognize any Council Member who seeks the floor when that Council Member is appropriately entitled to do so, however, the Chair may allow a Council Member to speak first on an item regardless of the order in which Council Members indicated their desire to speak.
D. City Council discussion should be relevant to the agenda item being considered. The Chair has the authority to stop irrelevant comments (by ruling them out of order) but should give the speaker the opportunity to explain the relevance to the agenda item.

E. City Council participation relating to the presentation of public comments or staff reports should be limited to questions which should be asked at the conclusion of the comment or report. This policy may be waived for a particular issue by a majority vote of City Council or if the presenter requests that questions be made at any time and the Chair approves the request.

F. No general discussion should be permitted until the public comments or staff report has been completed.

G. Staff reports on agenda items shall not exceed ten (10) minutes unless the Chair approves additional time.
The following page(s) contain the backup material for Agenda Item: A resolution calling for a non-partisan municipal primary election for the nomination of candidates for Council Members representing Districts 1, 3, 5, and 7.
Please scroll down to view the backup material.
TO: The Honorable Chair, and Members of City Council

SUBJECT: A resolution calling for a non-partisan municipal primary election for the nomination of candidates for Council Members representing Districts 1, 3, 5, and 7.

EXPLANATION:

Pursuant to City Charter section 5.05, a non-partisan municipal primary election for the nomination of candidates must be held on Tuesday, August 27, 2019, which is ten weeks prior to the general municipal election to be held on November 5, 2019 (the first Tuesday following the first Monday in November of an odd-numbered year).

Pursuant to City Charter section 3.02, this primary election is for the nomination of candidates for Council Members representing Districts 1, 3, 5, and 7.

City Charter section 5.05(a) requires that this primary election be called by the City Council pursuant to a resolution and that notice of the election be published in a newspaper published in the City, with the last publication appearing at least ten days prior to the date of holding the election.

Additionally, the Director of the Census has determined that Pinellas County is subject to the bilingual election requirements of Section 203 of the Voting Rights Act (52 U.S.C. § 10503) with respect to people of Hispanic heritage. As a result, all voting materials produced by the City for this primary election (including registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots) must be provided in both English and Spanish.
WHEREAS, pursuant to City Charter section 5.05(b), a general municipal election must be held on Tuesday, November 5, 2019, as the first Tuesday following the first Monday in November of an odd-numbered year; and

WHEREAS, pursuant to City Charter section 5.05(a), a non-partisan municipal primary election for the nomination of candidates must be held on Tuesday, August 27, 2019, as the Tuesday ten weeks prior to that general election; and

WHEREAS, pursuant to City Charter section 3.02, this primary election is for the nomination of candidates for Council Members representing Districts 1, 3, 5, and 7; and

WHEREAS, pursuant to City Charter section 5.05(a), this primary election must be called by City Council through a properly-adopted resolution, with notice of that primary election provided in a daily newspaper published in the City; and

WHEREAS, all voting materials provided by the City for an election must be provided in both English and Spanish pursuant to the bilingual election requirements of Section 203 of the Voting Rights Act (52 U.S.C. § 10503) with respect to people of Hispanic heritage.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a non-partisan municipal primary election is hereby called for August 27, 2019, for the purpose of nominating candidates for Council Members for Council Districts 1, 3, 5, and 7.

BE IT FURTHER RESOLVED that the City Clerk is requested to provide notice of this primary election as required by law and take all other actions appropriate to carry out this
election in accordance with applicable law, including the provision of all voting materials in both English and Spanish in accordance with section 203 of the Voting Rights Act.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

____________________________
City Attorney or (Designee)
The following page(s) contain the backup material for Agenda Item: Approving a contract with the Pinellas County Supervisor of Elections for support services for the 2019 Primary Election. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 6, 2019

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

SUBJECT: Approving a contract with the Pinellas County Supervisor of Elections for support services for the 2019 Primary Election

EXPLANATION:

The City is contracting with the Supervisor of Elections to conduct a Primary Election to be held on August 27, 2019 at an estimated cost of $114,314.39. This estimate includes costs for legal advertisements/publications or polling place change notices and translation cost Pursuant to Section 203 of the Voting Rights Act (52 U.S.C § 10503).

Administration recommends approval of a contract with the Pinellas County Supervisor of Elections for these services.

COST/FUNDING INFORMATION:

Funds have been previously appropriated in the General Fund (0001), City Clerk Department, Administration Division (210.1725).

ATTACHMENT: Resolution

Proposed Contract

APPROVALS:

Administration: .................................................................

Budget: ...........................................................................
A RESOLUTION APPROVING AN
AGREEMENT WITH THE PINELLAS COUNTY
SUPERVISOR OF ELECTIONS FOR SUPPORT
SERVICES FOR THE NON-PARTISAN
MUNICIPAL PRIMARY ELECTION TO BE
HELD ON AUGUST 27, 2019, AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, concurrently with this resolution, City Council called a non-partisan municipal primary election for August 27, 2019, for the purpose of nominating candidates for Council Members for Council Districts 1, 3, 5, and 7 in accordance with City Charter section 5.05(b) (the “Election”); and

WHEREAS, the City contracts with the Pinellas County Supervisor of Elections for support services related to municipal elections; and

WHEREAS, the cost associated with these services for the Election is currently estimated to be $114,314.39, which includes election administration (administration fee is $0.40 per registered voter); mail ballot kits; voting equipment and supplies; delivery/pick up to and from each polling location; printing of precinct, provisional, duplicate, and test ballots; poll worker training/salaries, etc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to approve the contract with the Pinellas County Supervisor of Elections for support services for the Election.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content

[Signature]
City Attorney or (Designee)
Contract for Conducting Municipal Election

St. Petersburg Primary Election – August 27, 2019

WHEREAS, the City/Town has requested the assistance of the Office of the County Supervisor of Elections (Supervisor) in conducting its Primary Election; and

WHEREAS, the Supervisor is agreeable to providing such assistance to the City/Town subject to the following conditions, considerations and agreements arrived at between the parties;

IT IS HEREBY AGREED AS FOLLOWS:

GENERAL PROVISIONS

The election is to be conducted under any applicable ordinances of the City/Town and all sections of Chapters 97-106, Florida Statutes (F.S.) (the State Election Code). The City/Town is responsible for all legal notices. It is understood that the Supervisor is in charge of the election, and that the County Canvassing Board is responsible for canvassing the election (no cost to the City/Town). The City/Town may have a designated representative in the canvassing board room. This designee may only serve in an “observer” capacity and may not participate in the canvassing of the election. The County Canvassing Board will determine whether a recount is required and advise the City/Town. The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). The Certificate of Election will be provided to the City/Town after the County Canvassing Board certifies the official election results.

The post-election manual audit may not begin until the Canvassing Board has certified the official election results.

The City/Town is responsible for the costs associated with conducting an annexation election (mapping annexation areas, reassigning addresses, and mailing new voter information cards).

The City/Town is responsible for the costs associated with any legal action or contest of election arising from this election. The City/Town, the Supervisor of Elections and the County Canvassing Board agree that the County Attorney’s Office will represent the Supervisor of Elections and County Canvassing Board in any legal action concerning the canvass or certification of the election.

It is understood that the provisions of this contract are based on current state law, and if any changes in election law should occur during the period of this agreement, those changes will supersede the terms of this contract where applicable. If a runoff election is mandated by the results of this election, the City/Town Clerk shall notify the Supervisor
Contract for Conducting St. Petersburg Primary Election

of Elections within 24 hours of receiving official election results. The City/Town is responsible for the costs associated with conducting a runoff election.

The City/Town will provide the Supervisor with the current City/Town definition/boundaries, and include a list of ALL annexations (actual list of addresses) since your last election, no later than 5:00 p.m., June 28, 2019. It is the responsibility of the City/Town to ensure the Supervisor has the current definition/boundary information so all eligible voters can participate in the City/Town’s election. The City/Town agrees that NO changes to the City/Town definition/boundaries will be made effective between 5:00 p.m., June 28, 2019, and Midnight, August 27, 2019. Contact the IT Department at (727) 464-4958 or SOEIT@VotePinellas.com for all questions concerning annexations and for providing annexation information (City/Town definition/boundary changes).

This contract must be signed by the City/Town and received by the Supervisor no later than the ballot language deadline of 5:00 p.m., June 28, 2019.

The Supervisor will certify to the City/Town the number of registered voters for this election approximately ten days prior to the election.

ELECTION INFORMATION

Election Title: St. Petersburg Primary Election
Election Date: August 27, 2019
Voter Registration Deadline: July 29, 2019

SPECIAL PROVISIONS

*The City/Town Clerk MUST be available from 5:00 a.m. to 9:00 p.m. on Election Day.

City/Town Clerk: Chan Srinivasa
*Election Day Cell Phone: (727) 580-7217
Alternate Phone: (727) 893-7202
Email: chandrahasa.srinivasa@stpete.org
Fax: (727) 580-7217
Mailing Address: P.O. Box 2842, St. Petersburg, FL 33731-2842
TRANSLATION (Spanish – Section 203, Voting Rights Act) (Dustin Chase – 464-4988)

- Pinellas County is a jurisdiction covered by Section 203 of the Voting Rights Act and must provide language assistance (Spanish). ALL municipalities within Pinellas County are also covered by Section 203 of the Voting Rights Act. Full compliance is a requirement for all jurisdictions (County and Municipal). This means that all information directed to voters or otherwise concerning voting-connected activities must be provided in both English and Spanish. This includes, but is not limited to, voter registration, legal advertisements and/or other notices, forms, voting instructions and procedures at the polls or otherwise, polling place signage, any printed voter information guides or website information concerning elections, communication assistance at the polls and election offices and communication with the jurisdiction’s minority language community. The obligations and requirements apply to all elections conducted by the City/Town.

- Questions concerning your legal obligations/requirements to comply with Section 203, Voting Rights Act should be directed to your legal counsel.

- The SOE will translate all ballot material, including but not limited to ballot language content. The translation costs are the responsibility of the City/Town and will be billed to the City/Town.

BALLOT INFORMATION (Wendy Grimes 464-4987):

- Final Ballot Language is due no later than 5:00 p.m., June 28, 2019 and must include all qualified opposed candidates and resolutions and/or ordinances with ballot questions.

- All ballot language must comply with Florida Statutes 101.161(1) and the Uniform Ballot Rule (1S-2.032).

- Using the Ballot Language Submittal Form – Complete required information. Include information and Candidate Oaths for ONLY qualified opposed candidates in ballot order, and all Charter Amendments/Referendum Questions with SIGNED/APPROVED. Ordinances/Resolutions including numbering for ballot order.

- Scan and email ballot language to Wendy Grimes at WGrimes@VotePinellas.com by the final ballot language deadline of 5:00 p.m., June 28, 2019.

BALLOT LAYOUT/PRINTING (Marc Gillette 464-4958)

- The Supervisor is responsible for creating the ballot (ballot layout will comply with Florida Statutes and the Uniform Ballot Rule).

- The City/Town is responsible for approving the City/Town’s portion of ballot.

- Precinct ballots will be printed by the Supervisor. The Supervisor will bill the City/Town 21 cents per ballot card (includes shipping charges). The Supervisor will bill the City/Town 22 cents per ballot card for duplex (front/back) ballot cards.
• Provisional ballots (minimum of 25 ballots per precinct) will be printed by the Supervisor; the Supervisor will bill the City/Town 21 cents per ballot card. The Supervisor will bill the City/Town 22 cents per ballot card for duplex (front/back) ballot cards. The Supervisor will bill the City/Town for any required expedited shipping charges.

• If the City/Town requires a ballot change after ballots are printed, the City/Town is responsible for additional costs.

CANDIDATE AUDIO RECORDING (Nicole Sokolowski/David Wise 464-4958)

The deadline for candidates to record their names and office titles for the audio ballot is 5:00 p.m., July 5, 2019. It is the responsibility of the City/Town to notify City/Town candidates of this deadline. Candidates must call (727) 453-3293; a voice message will prompt the candidate to record his/her name as indicated on the Candidate Oath and the office for which the candidate is running.

MAIL BALLOTS (Martin Munro 464-6788)

• The Supervisor will bill the City/Town 91 cents for each mail ballot kit used in initial mailing.

• The Supervisor will bill the City/Town $1.31 for each mail ballot kit used for daily mailing.

• The deadline for mailing military/overseas ballots is July 13, 2019; at least 45 days prior to the election [F.S. 101.62(4)(a)].

• Tentative Mailing Schedule for military/overseas ballots is the week of July 8, 2019, no later than July 13, 2019.

• Mailing Schedule for domestic ballots will begin no earlier than July 18, 2019 and no later than July 25, 2019 [F.S 101.62(4)(b)].

• After the initial mailings, ballots will be mailed as requests are received. The deadline to request a ballot be mailed is 5:00 p.m. August 17, 2019; the tenth day prior to the election. [F.S. 101.62]

• The City/Town will provide voting assistance in assisted living facilities and nursing homes, if requested, per F.S. 101.655.

• Duplicate and test ballots will be printed by the Supervisor; the Supervisor will bill the City/Town 35 cents per ballot card.

LEGAL NOTICES (Dustin Chase 464-4988)

• The City/Town is responsible for ALL legal notices required by State Statute and by City/Town Charter/Ordinance, with the exception of the County Canvassing Board Meeting/Testing Schedule.

• The Supervisor will publish the County Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.

• The Supervisor will provide the City/Town a County Canvassing Board Meeting/Testing Schedule, Polling Place List, Polling Place Changes list and Sample Ballot.
TESTING THE BALLOT COUNTING EQUIPMENT (Marc Gillette - 464-4958):
The County Canvassing Board will certify test results of the ballot counting equipment and file the election parameters with the Division of Elections. All tests will be performed at the Election Service Center, 13001 Starkey Road, Largo.

CANVASSING BOARD MEETING SCHEDULE (Dustin Chase - 464-4988)
• The Supervisor will publish the Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.
• All Canvassing Board Meetings will take place at the Election Service Center, 13001 Starkey Rd., Largo.
• A Canvassing Board Schedule will be emailed to the City/Town Clerk as an addendum.
  o The Canvassing Board/testing schedule reflects ALL possible meeting days.
  o The Canvassing Board will modify the schedule as needed based on the number of mail ballots received.
  Updates to the canvassing board schedule will be posted to the Supervisor’s website.

CANVASSING MAIL BALLOTS (Martin Munro 464-6788)
The Supervisor, in the presence of the County Canvassing Board will open and prepare mail ballots for tabulation at the Election Service Center. Questionable ballots will be presented to the County Canvassing Board for decision. Florida Statute 101.68(2) allows for the canvassing of mail ballots to begin 15 days prior to the election. The Canvassing Board/testing schedule reflects ALL possible meeting days. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor’s website.

PROVISIONAL BALLOTS (Martin Munro 464-6788)
• The Supervisor will research each provisional ballot to determine the voter’s eligibility and will present the provisional ballots to the County Canvassing Board for decision.
• Voters casting a provisional ballot have two days after Election Day to provide written proof of eligibility to the County Canvassing Board. The deadline for this election is 5:00 p.m., August 29, 2019 [F.S. 101.048].
• All provisional ballots will be canvassed at the Election Service Center.

POLL WATCHERS (Wendy Grimes 464-4987)
• Precinct poll watcher designations for Election Day must be submitted to the City/Town by NOON, August 13, 2019 (Prior to noon on the second Tuesday preceding Election Day [F.S. 101.131(2)]). The City/Town will email or fax all poll watcher designation forms to Wendy Grimes at WGrimes@VotePinellas.com
Contract for Conducting St. Petersburg Primary Election

or (727) 464-6239 or by 5:00 p.m. August 13, 2019 and the Supervisor will verify whether they are Pinellas County registered voters.

- The Supervisor will furnish a list of approved poll watchers to the City/Town by 5:00 p.m. August 20, 2019 (on or before the Tuesday before Election Day [F.S. 101.131(2)]).

- The City/Town shall provide to each designated poll watcher, no later than seven days before the election, a poll watcher identification badge that identifies the poll watcher by name. Each poll watcher must wear his or her identification badge while in the polling room [F.S. 101.131(5)]. The Supervisor will provide the City/Town with a name badge template.

OVER-THE-COUNTER BALLOT PICKUP AND DROP-OFF (Martin Munro 464-6788)

- In-office ballot pickup and drop-off will be available in each of the Supervisor of Elections locations, Monday through Friday from 8:00 am until 5:00 pm (no holidays) beginning 43 days prior to the date of the election.

- The City/Town, pursuant to F.S. 101.657(1)(e), has opted out of conducting early voting.

VOTING EQUIPMENT AND SUPPLIES (Don Moore 464-6788)

- The Supervisor will contract with a moving company to transport the voting equipment and supplies to and from polling locations. Cost is the responsibility of the City/Town and will be billed by the Supervisor.

- Supplies not transported by the moving company will be picked up by the precinct clerks after Clerks’ Class at the Election Service Center.

- The Supervisor will contract to have paper precinct registers for Election Day printed by a vendor and will bill the City/Town. These paper precinct registers are a “back-up system” to the electronic poll book system and will be included in the polling place supplies sent to each polling place.

POLL WORKERS (Laurie Fidler - 464-6110)

- The Supervisor will recruit, assign, train, and compensate ALL poll workers.

- A Deputy Sheriff will deputize the poll deputies.

- Poll workers setting up the voting machines the day before the election will be paid an additional $15 each. Precinct Clerks and Machine Managers will be paid an additional $10 for clerk supply and memory stick/ballot drop-off on election night. The rates below include these costs.

- Poll workers that are unable to work Election Day but attended class(es) will be compensated for the class(es) they attended.
Poll Worker Pay Rates:

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Precinct Clerk</td>
<td>$210 + $30 for classes (2) + $15 Equipment Setup + $10 Clerk Drop Zone = $265</td>
</tr>
<tr>
<td>Assistant Clerk</td>
<td>$170 + $20 for class (1) + $15 Equipment Setup = $205</td>
</tr>
<tr>
<td>Machine Manager</td>
<td>$150 + $10 per class (1) + $15 Equipment Setup + $10 MM Return Site = $185</td>
</tr>
<tr>
<td>Ballot Distribution Mgr</td>
<td>$140 + $10 per class (1) = $150</td>
</tr>
<tr>
<td>Inspector</td>
<td>$140 + $10 per class (1) = $150</td>
</tr>
<tr>
<td>Poll Deputy</td>
<td>$130 + $10 per class (1) = $140</td>
</tr>
</tbody>
</table>

POLLING PLACES (Linda Cahill – 464-6110)

- The Supervisor will select, contract with and compensate polling places [F.S. 101.715].
- The Supervisor will pay polling places and bill the City/Town.
- The Supervisor will give each Precinct Clerk a cell phone to use Election Day.
- If polling place changes are needed, the Supervisor will notify the City/Town in writing, listing the precincts and polling location changes by **July 28, 2019** (at least 30 days prior to the election).

POLLING PLACE CHANGE NOTICES (Marc Gillette 464-4958):

- If notices are needed, the Supervisor will provide the names and addresses of the affected voters to the vendor; **one per household, unless otherwise indicated by the city/town**.
- The City/Town will be responsible for making all necessary arrangements with the vendor to have the notices printed and mailed, including notice design. The Supervisor will only be responsible for proofing live samples of the household address, precinct number and polling place information.
  - Notices must be mailed by **August 13, 2019** (at least 14 days prior to the election). The City/Town pays the vendor directly. The City/Town is responsible for publishing any polling place changes in a newspaper of general circulation [F.S. 101.71(2)].

ELECTION NIGHT PROCEDURES (Dustin Chase - 464-4988)

- The Supervisor will have unofficial election results modemed from the polling places to the Election Service Center.
- The Supervisor will have the precinct scanner memory sticks, voted precinct and provisional ballots, and election supplies transported to the Election Service Center.
- Results will be released throughout the night and posted to the Supervisor’s website (VotePinellas.com). The Supervisor will provide unofficial results on election night.
• Campaign Signs – If candidates wish to reuse their campaign signs left at the polls on Election Day, the signs must be collected by campaign staff prior to poll workers removing and disposing of them after the polls close. It is the responsibility of the City/Town to communicate this information to their candidates.

AFTER ELECTION DAY (Dustin Chase - 464-4988)
• Provisional ballots will be canvassed. All ballots accepted by the County Canvassing Board will be processed and added to the election night results to produce Official Election Results. Provisional ballots cannot be rejected until after the deadline for provisional ballot voters to provide written proof of eligibility [F.S. 101.048].
• The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). This document will be provided to the City/Town via email after the County Canvassing Board certifies the official election results.
• The County Canvassing Board will conduct a post-election manual audit in accordance with F.S. 101.591 and Division of Elections Administrative Rule 1S-5.026. The Supervisor will post the required post-election audit notices to the Supervisor’s website and at each elections office. The Supervisor will provide a copy of the notices via email to the City/Town to post at City/Town Hall (and website, if applicable). The Supervisor will post the final post-election audit report to the Supervisor’s website and will provide to the City/Town a copy of the report, via email, to post to the City/Town website, if applicable, after the County Canvassing Board completes the audit.
• Election materials will remain sealed at the Election Service Center for ten days after certification of the election. The City/Town will be notified when all election materials are ready to be picked up.

DATA PROCESSING ORDERS (David Wise/Nicole Sokolowski 464-4958)
The City/Town is to place data orders directly with an IT staff member by contacting (727) 464-4958 or SOEIT@VotePinellas.com.

VOTER HISTORY (Marc Gillette/David Wise - 464-4958)
When voter history is completed, the City/Town may download the names of those who voted at VotePinellas.com.
ELECTION COSTS (Susan Morse 464-6108)

- In addition to specific costs noted in this contract, the City/Town will pay an administration fee of 40 cents per registered voter; the minimum charge is $400.
- All election costs incurred prior to receiving this signed contract or if the Town/City’s election is cancelled are the responsibility of the Town/City and will be billed to the Town/City.
- The City/Town will be provided an invoice based on election cost estimates. Payment must be received no later than 5:00 p.m., June 28, 2019. After the election, based on actual election costs, the Supervisor will reimburse the City/Town for unused funds or provide the City/Town with an invoice for additional costs incurred.

By affixing their signatures hereto, the parties acknowledge each to the other that they have full authority to enter into this Contract.

APPROVED:

______________________________
DEBORAH CLARK
Supervisor of Elections, Pinellas County, Florida

______________________________
CITY/TOWN MANAGER

Date: __________________________

Date: __________________________

APPROVED AS TO FORM:

______________________________
OFFICE OF THE COUNTY ATTORNEY

Print name: ______________________

Date: __________________________

REVIEWED AND APPROVED:

______________________________
CITY/TOWN ATTORNEY

Print name: ______________________

Date: __________________________

ATTEST TO:

______________________________
MUNICIPAL CLERK

Print name: ______________________

Date: __________________________