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

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

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

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

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

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

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

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

**GENERAL AGENDA INFORMATION**

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

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

1. Cohort Recognition Presentation

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

F. Reports

1. Interlocal Agreement with PSTA to provide $4 million for the Central Avenue BRT Project

2. Dr. Carter G. Woodson Museum Report - Oral

3. Florida Holocaust Museum Annual Presentation

4. Pier Report

(a) Approving the First Amendment to the lease agreement between the City of St. Petersburg, Florida and Teak, LLC dated June 7, 2018; 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.

(b) A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement between the City of St. Petersburg, Florida and United park Service, LLC (“UPS”) dated July 16, 2018, to (i) revise the parties’ obligations during the pre-opening period and (ii) and modify other necessary provisions for the
development and operation; approving a supplemental appropriation in the amount of $87,712 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from additional revenues received from UPS pursuant to its Lease dated July 16, 2018, as amended, for the construction of the tenant improvements at the Sundry Shop and Bait Shop in the Pier Head Building to the Pier Visioning Project (11988) (requires affirmative vote of at least six (6) members of City Council); and providing an effective date.

(c) A resolution authorizing the Mayor, or his designee, to execute a First Amendments to the Lease Agreement between the City of St. Petersburg, Florida and United Park Service, LLC (“UPS”) dated July 16, 2018, to (i) revise the parties’ obligations during the pre-opening period and (ii) and modify other necessary provisions; approving a supplemental appropriation in the amount of $465,054 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from additional revenues received from UPS pursuant to its Lease dated July 16, 2018, as amended, for the construction of the tenant improvements at concession area of the new pavilion building to the Pier Visioning Project (11988) (Requires affirmative vote of at least six (6) members of City Council); and providing an effective date.

(d) Approving a transfer in the amount of $643,975 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $643,975 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor’s Office Department, Office of Cultural Affairs (020-1777) to provide funding for the remaining payments to be made by the City of St. Petersburg, Florida (“City”) to Janet Echelman, Inc. (“JEI”) pursuant to the Artist Agreement between the City and JEI dated August 2, 2018, as amended.

5. **Sewer Report**

a) Renewing a blanket purchase agreement with SAK Construction, LLC for Sanitary Sewer Inflow/Infiltration Priority Area CIPP Lining FY19, for the Water Resources and Engineering and Capital Improvements departments, in the amount of $4,020,000 for FY 2019. (Engineering Project No. 17048-311). [DELETED]

b) Renewing a blanket purchase agreement with Granite Inliner, LLC for Sanitary Sewer Inflow/Infiltration Rehabilitation CIPP Lining - FY19, for the Water Resources and Engineering and Capital Improvements departments, in the amount of $2,520,000 for FY 2019 (Engineering Project No. 17013-311). [DELETED]

c) Approving the renewal of blanket purchase agreements with Hydra Service(s), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Company, LLC, dba Hudson Pump & Equipment; Xylem Water Solution Florida LLC; and Alttec Corporation, dba Digital Control Company, sole source providers for pumps, pump parts and repair services for the Water Resources Department, for a total contract amount of $1,860,000.

d) Approving the renewal of blanket purchase agreements with John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc. dba TAW Tampa Service Center for pumps, pump parts and repair services for the Water Resources Department, for a total contract amount of $1,500,000.
e) Accepting a proposal from Premier Magnesia, LLC, a sole source supplier, for wastewater odor control services for the Water Resources Department, at a total cost of $883,000.

f) Approving a three-year blanket purchase agreement with Parkson Corporation, a sole source supplier for in-channel bar filters for use by the Water Resources Department, for a total contract amount of $300,000.

g) Approving an increase in the Scope of Services to be provided by Jacobs Engineering Group, Inc. (Jacobs) pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide Lift Station 87 Analysis in an amount not to exceed $180,750; utilizing a portion of the previously approved $500,000 contingency; authorizing the Mayor or his designee to execute the Fourth Amendment; authorizing the City Attorneys office to make non-substantive changes to the Fourth Amendment; and providing an effective date (ECID Project No. 17078-111, Oracle No. 15953)

h) Approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Wade Trim, Inc. (A/E), dated August 7, 2018 for A/E to provide continued project administration, additional final design services, public outreach, and Envision assessment for the Pasadena 36" Force Main Replacement - Phase III Project, in an amount not to exceed $50,295; providing that the total contract amount shall not exceed $475,294; 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. 18055-111; Oracle No. 16368)

i) General Update

G. New Business

H. Council Committee Reports

I. Legal


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

Public Hearings

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

1. Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1602.

2. Confirming Preliminary Assessment for Building Securing Number SEC 1246.

3. Confirming Preliminary Assessment for Building Demolition Number DMO 473.
4. Ordinance 370-H 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.

5. Ordinance 371-H 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 scriveners errors; creating a consolidated zoning chart for signage; and creating a sign code consistent with current state and federal requirements.

6. Ordinance 372-H 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.

(a) Authorizing the Mayor or his designee to accept a Florida Fish and Wildlife Conservation Commission (“FFWCC”) Grant (“Grant”) from the Boating Infrastructure Grant Program (BIGP), funded by the United States Department of the Interior, Fish and Wildlife Service, for the St. Petersburg Municipal Marina Transient Dock and Slips at a maximum reimbursement amount of $632,000; to execute a BIGP Award Agreement for the project with the FFWCC; and to execute all other documents necessary to effectuate the Grant.

7. Ordinance 373-H 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.

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.

8. 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)

K. Open Forum

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

(Procurement)

1. Approving an allocation increase for security guard services from Dynamic Security, Inc. in the amount of $200,000, for a total contract amount of $842,850.

2. Approving the renewal of a blanket purchase agreement with Pinellas County Schools for the after-school snack program, at an estimated annual cost of $186,000, for a total contract amount of $761,600.

3. Approving a blanket purchase agreement with the School Board of Pinellas County, a sole source supplier, to provide transportation services for the Parks and Recreation Department, for a total annual contract amount of $600,000.

(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 a three-year blanket purchase agreement with Four Seasons Mowing and More, LLC, for grounds maintenance services, for the Fire Stations and Water Resources facilities, for a total contract amount of $316,512.

2. Approving a two-year renewal of a blanket purchase agreement with Bill2Pay, LLC for lockbox services, at an estimated cost of $40,000, for a total contract amount of $298,750.

3. Approving the renewal of a blanket purchase agreement with Tetra Tech Inc. for Post-Disaster Debris Monitoring Services for the City.

(City Development)

4. Authorizing the Mayor, or his designee, to execute a Second Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months. Requires affirmative vote of at least six (6) members of City Council.

5. Authorizing the Mayor, or his designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit "A", for a period of thirty-six (36) months at an aggregate fee of $36.00.

6. Authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.

7. Authorizing the Mayor, or his designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00 for the entire term, plus an additional fee of $700.00 per month for water and electrical usage; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.
8. **Authorizing the Mayor, or his designee, to execute a three (3) year Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg for an aggregate rent of $36.00. Requires affirmative vote of at least six (6) members of City Council.**

*(Leisure Services)*

**(Public Works)**

9. **Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-02-AEC/W (“Task Order”), as amended, to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”), for the A/E to provide construction phase services related to the Cosme WTP Filter Valve Replacement and Concrete Wall Penetration Repair Project in an amount not to exceed $51,625.05; providing that the total Task Order, as amended, shall not exceed $148,521.87 (ECID Project No. 18069-111, Oracle No. 16429); and providing an effective date.**

**(Appointments)**

**(Miscellaneous)**

10. **Recognizing a Neighborhood Partnership Grant cash match in the amount of $14,267 from the Historic Old Northeast Neighborhood Association, Inc. as a portion of the grantee's match for their Neighborhood Partnership Grant to be used to purchase decorative lighting within the Historic Old Northeast Neighborhood community; approving a supplemental appropriation in the amount of $14,267 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081).**

11. **Recognizing a Neighborhood Partnership Grant cash match in the amount of $5,740 from the Crescent Lake Neighborhood Association, Inc. as a portion of the grantee's match for their Neighborhood Partnership Grant to be used to purchase neighborhood identity signs within the Crescent Lake Neighborhood community; approving a supplemental appropriation in the amount of $5,470 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081).**

12. **Authorizing the Mayor or his designee to execute a Memorandum of Understanding between the City of St. Petersburg and Participating Seaports of Florida for the purpose of providing aid, labor, or equipment in the event of an emergency.**

13. **Approving a contract between the City of St. Petersburg (“City”) and the Early Learning Coalition of Pinellas County, Inc. (“ELC”) that provides for child care services for qualified families for one year commencing July 1, 2019, and ending June 30, 2020 (“Contract”); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorney’s Office prior to submission.**
Note: An abbreviated listing of upcoming MEETING AGENDA Council meetings.

**City Council Meeting**  
*Thursday, June 6, 2019, 8:30 a.m., Council Chamber*

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

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

**Committee of the Whole: Affordable Housing Fund; HCIP**  
*Thursday, June 13, 2019, 9:30 a.m., Council Chamber*

**Public Services & Infrastructure Committee**  
*Thursday, June 13, 2019, 1:30 p.m., Council Chamber*
Civil Service Board
2 Alternate Members
((Terms expires 8/31/19 and 11/30/19))

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

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

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

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

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

4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
   a. Presentation by City Administration.
   b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
   c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.

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

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

7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
   a. Rebuttal by Opponents.
   b. Rebuttal by City Administration.
   c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.
The following page(s) contain the backup material for Agenda Item: Cohort Recognition Presentation
Please scroll down to view the backup material.
May 30, 2019

TO: The Honorable Members of City Council

SUBJECT: Cohort Recognition Presentation

PRESENTER: Nikki Capehart, Director of Urban Affairs

SCHEDULE FOR COUNCIL ON:

Agenda of June 13, 2019

Rick Kriseman
Mayor
The following page(s) contain the backup material for Agenda Item: Interlocal Agreement with PSTA to provide $4 million for the Central Avenue BRT Project
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Reports

Meeting of June 13, 2019

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

SUBJECT: A resolution by the City Council of the City of St. Petersburg approving an Interlocal Agreement ("Agreement") between the City of St. Petersburg ("City") and the Pinellas Suncoast Transit Authority (PSTA) for the City to provide funding in an amount of $4,000,000 to PSTA for the Central Avenue Bus Rapid Transit Project; authorizing the City Attorney’s Office to make non-substantive changes to the Interlocal Agreement; authorizing the Mayor or his designee to execute the Interlocal Agreement; approving a transfer in the amount of $1,592,197 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the TIF Capital Projects Fund (3005); rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $2,000,000 from the BRT and Transit Infrastructure Project (16671); approving a transfer in the amount of $2,000,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the TIF Capital Projects Fund (3005); approving a supplemental appropriation in the amount of $3,592,197 from the unappropriated balance of the TIF Capital Projects Fund (3005), resulting from the above transfers, to the Central Avenue BRT Project (TBD); and providing an effective date.

EXPLANATION: On August 24, 2017, City Council unanimously approved Resolution 2007-487, which stated Council support for the PSTA in its efforts to design and construct the Central Avenue Bus Rapid Transit (CABRT) Project. Council’s Resolution requested that Administration identify sources and levels of funding to match state and federal grants and negotiate a funding agreement with PSTA for City Council’s consideration to address PSTA’s $4 million funding request. Such $4 million in City funding is approximately 9.5% of the total Project costs representing a significant leveraging of local funds to effectuate premium transit in St. Petersburg and connecting St. Petersburg to South Pasadena and St. Pete Beach.

As part of the FY 2019 budget, the City budgeted $2 million from Intown Community Redevelopment Area ("CRA") funds towards BRT or other transit improvements in the downtown area. These funds are part of a re-allocation of $14 million intended to construct a downtown intermodal facility as a replacement for the Williams Park transfer operations. Since the City and PSTA worked cooperatively in the 2015-2016 time period to implement a different transfer strategy that did not require a new off-street transfer facility, the City has been able to re-allocate the $14 million towards transit, Pier-related enhancements and providing additional public parking.

In addition to the $2 million already budgeted in an eligible project towards the $4 million
request, there is slightly more than $400,000 available in a previously-appropriated project titled “Bus Rapid Transit Downtown” (12588) in the Multimodal Impact Fees Capital Improvement Fund (3071) intended to provide funding for BRT infrastructure in District 11A of the Pinellas County Multimodal Impact Fee (“MIF”) Ordinance. A significant portion of the BRT route from downtown St. Petersburg to 34th Street is in District 11A. Due to the need to monitor and balance multimodal impact fee revenues and expenditures in each MIF district, funding from Project 12588 will not be rescinded and transferred to the newly created Project. Additionally, as part of the Intown Redevelopment Plan amendment approved by City Council on August 2, 2018, $35 million in funding has been established for waterfront, transit, and parking improvements east of 8th Street within the Intown CRA. Administration proposes to expend $1,592,197 of the $35 million to fulfill the remaining funding obligations of this agreement.

The Agreement contains a reconciliation provision that will protect the City’s investment in the project and ensure that funds are expended in the correct geographic areas necessitated by the funding sources. Should the actual capital expenses incurred be less than the amounts included in the Agreement, the City will receive a refund in the amount of the difference. Additionally, if the CABRT Project does not move forward in a timely manner, all funds will be refunded to the City.

PSTA is in discussions with St. Pete Beach and South Pasadena regarding BRT operations within those municipalities. Due to concerns related to the size of the buses, PSTA has agreed to start service with 40’ buses rather than the 60’ articulated buses as originally planned. Should this change in vehicle size cause level of service issues to occur along the route there are various remedies. Such remedies could include providing more frequent service which would spread the passenger demand among more vehicles or the possibility of operating 60’ vehicles only during peak times or otherwise as needed in the future based on demonstrating excess demand.

Since the 2017 City Council Resolution, PSTA has been conducting additional public engagement and advancing design which is currently between 30% and 60% complete. Also, in early 2019 the Federal Transit Administration (“FTA”) reevaluated the project and again provided a ranking of Medium-High which is a very good ranking, validating it as a competitive project for federal funding. Additionally, the FTA has just recently assigned a Project Management Oversight Contractor to begin formal oversight of the CABRT project which is another affirmation that the CABRT Project is considered viable for funding.

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

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding ($407,803) has been previously appropriated in the Multimodal Impact Fees Capital Improvement Fund (3071), Bus Rapid Transit Downtown Project (12588). The remaining funding will be available after the approval of a transfer in the amount of $1,592,197 from the unappropriated balance of the Downtown Redevelopment District Fund (1105), to the TIF
Capital Projects Fund (3005); the rescission of unencumbered appropriations in the General Capital Improvement Fund (3001) in the amount of $2,000,000 from the BRT and Transit Infrastructure Project (16671); a transfer in the amount of $2,000,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the TIF Capital Projects Fund (3005); and a supplemental appropriation in the amount of $3,592,197 from the unappropriated balance of the TIF Capital Projects Fund (3005), resulting from the above transfers, to the Central Avenue BRT Project (TBD).

**ATTACHMENTS:**  Resolution
Agreement

**APPROVALS:**  Administrative
Budget
Resolution No. 2019-__________

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY (PSTA) FOR THE CITY TO PROVIDE FUNDING IN AN AMOUNT OF $4,000,000 TO PSTA FOR THE CENTRAL AVENUE BUS RAPID TRANSIT PROJECT; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT; APPROVING A TRANSFER IN THE AMOUNT OF $1,592,197 FROM THE UNAPPROPRIATED BALANCE OF THE DOWNTOWN REDEVELOPMENT DISTRICT FUND (1105), TO THE TIF CAPITAL PROJECTS FUND (3005); RESCINDING AN UNENCUMBERED APPROPRIATION IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF $2,000,000 FROM THE BRT AND TRANSIT INFRASTRUCTURE PROJECT (16671); APPROVING A TRANSFER IN THE AMOUNT OF $2,000,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSION, TO THE TIF CAPITAL PROJECTS FUND (3005); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $3,592,197 FROM THE UNAPPROPRIATED BALANCE OF THE TIF CAPITAL PROJECTS FUND (3005), RESULTING FROM THE ABOVE TRANSFERS, TO THE CENTRAL AVENUE BRT PROJECT (TBD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg City Council ("City Council") approved Resolution No. 2017-487 expressing support for the Central Avenue Bus Rapid Transit Project ("Project") in recognition of the benefits of improved transit connections and economic development potential in the corridor and supported a capital contribution from the City of St. Petersburg ("City") to the local share for the Project; and

WHEREAS, through Resolution 2017-487 City Council requested Administration to identify sources and levels of local funding to match state and federal grants and negotiate an agreement with PSTA for City Council's consideration; and

WHEREAS, on September 14, 2017, the City and Pinellas County, Florida (Pinellas County) entered into an Amended and Restated Interlocal Agreement which allocates a minimum of $4,000,000 in the Intown Community Redevelopment Area ("Intown CRM") to downtown transportation and parking improvements within the Intown CRA; and
WHEREAS, the City has included $2,000,000 of the $4,000,000 in Intown CRA tax increment funds in the fiscal year 2019 budget to be used towards the Project and/or other transportation/transit projects to support improved mobility options; and

WHEREAS, on September 13, 2018, the City and Pinellas County entered into the First Amendment to the Amended and Restated Interlocal Agreement which increased the redevelopment program budget to fund $35 million in waterfront, transit and parking improvements in the Intown CRA east of 8th Street as well as $75 million in redevelopment infrastructure improvements in the Intown CRA west of 8th Street, which may include transit infrastructure and improvements; and

WHEREAS, in addition to funding in the Intown CRA, the City has $407,803 remaining in the budget allocated for BRT-related improvements in the downtown area from a project funded by the Multimodal Impact Fee Fund (District 11A); and

WHEREAS, the City and PSTA desire to enter into an Interlocal Agreement for the City to provide funding in the amount of $4,000,000 to PSTA for construction of the Project; and

WHEREAS, the sources of City funding include (a) $3,592,197 from the Intown CRA tax increment financing funds in fiscal year 2019 of which $1,592,197 is available for transit and parking improvements east of 8th Street and (b) $407,803 from the Multimodal Impact Fee Fund (District 11A) currently available in fiscal year 2019; and

WHEREAS, the City and PSTA have agreed to the terms and conditions set forth in the Interlocal Agreement; and

WHEREAS, the Interlocal Agreement contains a reconciliation provision that will protect the City’s investment in the Project and ensure that funds are expended in the correct geographic areas necessitated by the funding sources; and

WHEREAS, should the actual capital expenses incurred be less than the amounts described in the Agreement, the City will receive a refund in the amount of the difference; and

WHEREAS, if the Project does not move forward in a timely manner, all funds will be refunded to the City; and

WHEREAS, a portion of the funding needed for the Interlocal Agreement will be available after (i) a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $2,000,000 from the BRT and Transit Infrastructure Project (16671), (ii) a transfer in the amount of $2,000,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the TIF Capital Projects Fund (3005); (iii) a transfer in the amount of $1,592,197 from the unappropriated balance of the Downtown Redevelopment District Fund (1105), to the TIF Capital Projects Fund (3005); and (iv) a supplemental appropriation in the amount of $3,592,197 from the unappropriated balance of the TIF Capital Projects Fund (3005), resulting from the above transfers, to the Central Avenue BRT Project (TBD).
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an Interlocal Agreement ("Agreement") between the City of St. Petersburg ("City") and the Pinellas Suncoast Transit Authority ("PSTA") for the City to provide funding in an amount of $4,000,000 to PSTA for the Central Avenue Bus Rapid Transit Project is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Interlocal Agreement.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of $2,000,000 from the BRT and Transit Infrastructure Project (16671) is hereby rescinded.

BE IT FURTHER RESOLVED that a transfer in the amount of $2,000,000 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the TIF Capital Projects Fund (3005) is hereby approved.

General Capital Improvement Fund (3001)
Transfer to: TIF Capital Projects Fund (3005) $2,000,000

BE IT FURTHER RESOLVED that a transfer in the amount of $1,592,197 from the unappropriated balance of the Downtown Redevelopment District Fund (1105) to the TIF Capital Projects Fund (3005) is hereby approved.

Downtown Redevelopment District Fund (1105)
Transfer to: TIF Capital Projects Fund (3005) $1,592,197

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the TIF Capital Projects Fund (3005), resulting from the above transfers, the following supplemental appropriation for FY 19:

TIF Capital Projects Fund (3005)
Central Avenue BRT Project (TBD) $3,592,197

This Resolution shall become effective immediately upon its adoption.

Approvals:
Legal: [Signature]
00452857
Administration: [Signature] Transportation and Parking Management Department
Budget: [Signature]
Attached is the current draft of the Interlocal Agreement between the City and PSTA that will be discussed at the June 13, 2019 City Council meeting. This draft is under final review and a few non-substantive changes (e.g., internal consistency, typos, paragraph references, formatting, and address/contact information) are anticipated.
INTERLOCAL AGREEMENT
FOR CENTRAL AVENUE BUS RAPID TRANSIT FUNDING

THIS INTERLOCAL AGREEMENT FOR CENTRAL AVENUE BUS RAPID TRANSIT FUNDING (Agreement) is entered into on this ______ day of June, 2019 (Effective Date), by and between the PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida with its principal place of business located at 3201 Scherer Drive North, St. Petersburg, FL 33716 (PSTA) and the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation with its principal place of business located at 175 5th St N, St. Petersburg, Florida 33711 (the City).

RECITALS

WHEREAS, the Central Avenue corridor has the highest transit ridership of any travel market in the region and is a key focus area for redevelopment in St. Petersburg and Pinellas County; and

WHEREAS, PSTA and the City desire a more robust and innovative public transportation system that incorporates evolving technologies to benefit the residents, employees and visitors in Pinellas County; and

WHEREAS, PSTA has proposed a regionally significant major capital transit investment project that could be the first premium transit project in the Tampa Bay region to receive funding from the Federal Transit Administration (FTA) Capital Investment Grant (CIG) Program for passenger rail and premium bus projects; and

WHEREAS, PSTA and the Florida Department of Transportation (FDOT) funded the project development phase of the Central Avenue Bus Rapid Transit project (Project) under the guidance of the Federal Transit Administration’s Small Starts process; and

WHEREAS, PSTA submitted the Project to the FTA CIG Small Starts rating process in September 2017 and received a favorable rating and again received a favorable rating in a reevaluation of the Project that occurred in 2019; and

WHEREAS, PSTA and the City have worked in partnership to develop and analyze alternative routes to connect the regionally significant activity center of the City’s downtown with Pinellas County’s tourist-driven economic base along the Gulf Coast beaches; and

WHEREAS, the City has worked cooperatively with PSTA in the development of the capital elements to be included in the Project, including but not limited to a semi-dedicated bus lane, construction of new station/stops designed for a limited stop service, reconstruction of the 1st Avenue North and 1st Avenue South corridors as needed, improved traffic signal technology, and hybrid electric bus vehicles; and

WHEREAS, the public engagement process for the Project has included dedicated public meetings as well as presentations provided to various community groups and individuals to gather comments and recommendations from stakeholders; and

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WHEREAS, PSTA and City representatives plan to continue discussions with stakeholders through the design and construction of the Project; and

WHEREAS, PSTA has developed an initial capital cost estimate for the Project of approximately $42 million (in 2019 dollar value) which amount includes contingencies appropriate for a design project and plans to refine this cost estimate over the next year; and

WHEREAS, it is anticipated that federal and state funds will support approximately 75% of the Project, requiring approximately 25% of the funding to come from local sources; and

WHEREAS, the FDOT has contributed $1.0 million to the design of the Project in addition to programming $9.5 million for the capital construction of the Project; and

WHEREAS, PSTA has committed $6.5 million to the Project and is coordinating the identification of additional local match funding through its own sources, private sources and other municipal sources; and

WHEREAS, the City has indicated support for funding transportation infrastructure improvements within the City including but not limited to funding that may be available through use of the Intown Community Redevelopment Area (Intown CRA) tax increment funds and other city infrastructure funds; and

WHEREAS, on September 14, 2017 the City and Pinellas County, Florida (Pinellas County) entered into an Amended and Restated Interlocal Agreement which allocates a minimum of $4,000,000 in the Intown CRA to downtown transportation and parking improvements within the Intown CRA; and

WHEREAS, the City has included $2,000,000 of the $4,000,000 of Intown CRA tax increment funds in its fiscal year 2019 budget to be used towards the Project and/or other transportation/transit projects to support improved mobility options; and

WHEREAS, on September 13, 2018, the City and Pinellas County entered into the First Amendment to the Amended and Restated Interlocal Agreement which increased the redevelopment program budget to fund $35 million in waterfront, transit and parking improvements in the Intown CRA east of 8th Street as well as $75 million in redevelopment infrastructure improvements in the Intown CRA west of 8th Street, which may include transit infrastructure and improvements; and

WHEREAS, in addition to funding in the Intown CRA, the City has $407,803 remaining in the budget allocated for BRT-related improvements in the downtown area from a project funded by the Multimodal Impact Fee Fund (District 11A); and

WHEREAS, the portion of costs for those portions of the Project within the Intown CRA is estimated, including contingencies, to exceed $4 million and the portion of the Project costs within the limits of the City (including the Intown CRA) is estimated, including contingencies, to exceed $17 million, not including the cost of vehicles; and

WHEREAS, the City Council of the City (City Council) approved a Resolution No. 2017-487 expressing support for the Project in recognition of the benefits of improved transit connections
and economic development potential in the corridor and supported a City capital contribution to the local share of the Project; and

WHEREAS, through Resolution 2017-487 City Council requested Administration to identify sources and levels of local funding to match state and federal grants and negotiate a funding agreement with PSTA for City Council’s consideration.

WHEREAS, the City and PSTA desire to enter into this Agreement for the City to provide funding in the amount of $4,000,000 to PSTA for construction of the Project and

WHEREAS, the sources of City funding include (a) $3,592,197 from the Intown CRA tax increment financing funds (which includes $1,592,197 from Intown CRA tax increment financing funds available for transit and parking improvements east of 8th Street) and (b) $407,803 from the Multimodal Impact Fee Fund (District 11A) budgeted in fiscal year 2019; and

WHEREAS, the City and PSTA have agreed to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. RECITALS AND PURPOSE. The above recitals are true and correct and, together with all exhibits, are incorporated herein by reference. The parties desire to enter into this Agreement for the City to provide funding to PSTA for the Project.

2. PROJECT CAPITAL CONTRIBUTION AND PAYMENT SCHEDULE. The City shall contribute four million U.S. dollars and no/100 ($4,000,000) toward the capital construction of the Project as a portion of the local share required to match federal and state funding as follows:

   a. Once the design of the Project is completed and accepted by PSTA, PSTA shall submit an invoice to the City in the amount of two million U.S. dollars and no/100 ($2,000,000). The City shall pay PSTA within sixty (60) days after receipt of such invoice.

   b. Sixty (60) days after PSTA issues a notice to proceed to the contractor to commence construction of the Project or by October 15, 2019, whichever is later, PSTA shall submit an invoice to the City in the amount of one million U.S. dollars and no/1000 ($1,000,000). The City shall pay PSTA within sixty (60) days after receipt of such invoice.

   c. Once the Project is completed and opened for passenger/revenue service or by October 15, 2020, whichever is later, PSTA shall submit an invoice to the City in the amount of one million U.S. dollars and no/100 ($1,000,000). The City shall pay PSTA within sixty (60) days after receipt of such invoice.

   d. In the event the Project is not completed and opened for passenger/revenue
service by October 1, 2023, PSTA shall refund to the City any and all City funds previously paid towards the Project pursuant to this Agreement, unless the Parties mutually agree to extend this date in accordance with paragraph 14.

3. FAILURE TO MAKE PAYMENT. In the event City of St. Petersburg fails to make the payment provided in paragraph 2 above, PSTA shall provide written notice to the City. In the event the City fails to pay PSTA within thirty (30) days after receipt of such notice, PSTA may terminate this Agreement, which may result in the termination of the Project.

4. FUNDING RESTRICTIONS AND RECONCILIATION. PSTA will conduct a reconciliation of the final Project budget to all Project expenditures. As part of this reconciliation, PSTA will track Project costs and expenditures within the Intown CRA to demonstrate that three million five hundred ninety thousand one hundred-ninety six U.S. dollars and no/100 ($3,592,197) of the City’s funding contribution is equal to or greater than the non-vehicle Project investment within the Intown CRA boundaries. The boundaries of the Intown CRA are set forth in the Exhibit A, which is attached hereto and made a part hereof. The reconciliation of Project costs and expenditures within the Intown CRA shall document that $1,592,197 of the $3,592,197 was spent in the Intown CRA boundaries east of 8th Street. PSTA shall document that the remaining $2,000,000 was spent in the boundaries of the Intown CRA. Additionally, PSTA shall track Project costs and expenditures within the District 11 Multimodal Impact Fee area, which area is depicted in Exhibit B, which is attached hereto and made a part hereof. The reconciliation of Project costs and expenditures within the District 11 Multimodal Impact Fee area shall document that four hundred seven thousand eight hundred and three U.S. dollars and no/100 ($407,803) of the City’s funding was spent in this area. A final report of construction expenses for the Project within the Intown CRA and Multimodal Impact Fee (District 11A) boundaries shall be delivered to the City as part of the Project close-out within ninety (90) days after the City’s final payment to PSTA pursuant to paragraph 2(c) above. Eligible expenses for the City’s funding contribution toward the Project shall include the cost to design and construct the capital components of the Project. Costs and expenses for vehicles or Project components constructed entirely outside these specific geographic boundaries are specifically excluded as eligible expenses against the City’s contributions under this Agreement. If any refund is due to the City based on expenses being less than the above-described amounts per area, the difference shall be refunded to the City within sixty (60) days of reconciliation.

5. PSTA RESPONSIBILITIES. PSTA shall be responsible for contracting with the necessary persons or entities to accomplish the design and construction of the Project. PSTA shall be solely responsible for and in control of the design and construction of the Project, including but not limited to procurement and selection of a general contractor and engineer, preparation of the specifications and final site plans for the Project, and ensuring that all necessary licenses and permits are
obtained for the completion of the Project. Any contractor and/or engineer retained
to work on the Project will be selected by PSTA pursuant to PSTA purchasing and
procurement procedures and applicable laws, and nothing construed herein shall be
construed as a restriction on PSTA's ability to select such contractor or the
engineer, to reject any and all bids, or take any other action during the procurement
or construction process. PSTA shall own all improvements made as part of the
Project and shall be solely responsible for maintaining, operating, and repairing the
Project, as needed and in PSTA's sole discretion. PSTA shall not be liable to the
City for any delays in completing the Project, including but not limited to any
delays in connection with PSTA's contractor(s), manufacturer(s), supplier(s) or
agents thereof.

6. EXPEDITED PERMITTING. The City shall use reasonable efforts to prioritize the
Project and perform an expedited review process for design plans as they are
submitted for local permitting. The City recognizes that PSTA is exempt from
permit fees and agrees to waive all permitting fees accordingly.

7. CONCURRENT NON PROJECT ACTIVITIES (CNPA). CNPA represents
improvements unrelated to the Project requested by the City and implemented by
PSTA during the course of the Project. Examples of CNPA include, but are not
limited to betterments, utility upgrades and public art. The City agrees to reimburse
PSTA for any CNPA costs incurred by PSTA and the parties agree to enter into
separate funding agreement(s) for any CNPA, if applicable.

8. REPRESENTATIONS AND WARRANTIES. The parties represent and warrant
that they are authorized to enter into this Agreement without the consent or
joinder of any other person or entity and that the individuals executing this
Agreement have full power and authority to bind their respective parties hereto.

9. NON-APPROPRIATION BY THE CITY AND PSTA. 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. In the event PSTA, in its sole discretion, determines that sufficient
budgeted funds are not available to appropriate for its respective costs of the
Project, PSTA shall notify the City of such occurrence and refund to the City any
and all City funds previously paid towards the Project pursuant to this Agreement,
and this Agreement shall automatically terminate and be of no further force or
effect.
10. RESPONSIBILITY. The City and PSTA shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment, and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the City or PSTA. Nothing herein shall be construed as consent by the City or PSTA to be sued by third parties in any matter arising out of this Agreement.

11. NO LIABILITY. The City shall not be responsible for or incur any liability for any claims or demands arising out of or in connection with the design and construction of the BRT Project.

12. FORCE MAJEURE. Neither party shall be liable for its non-performance or delayed performance under this Agreement if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party.

13. EFFECTIVE DATE. PSTA shall be responsible for filing this Agreement with the Clerk of the Circuit Court of Pinellas County and this Agreement shall be effective on the date of such filing. The term of this Agreement shall commence on the effective date of this Agreement and shall terminate upon completion of the construction of the BRT Project, unless earlier terminated as provided for herein.

14. AMENDMENTS. This Agreement may be modified or amended only by a document in writing executed by the City and PSTA with the same formality of this Agreement.

15. GOVERNING LAW. The laws of the State of Florida shall govern this Agreement.

16. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or landlord and tenant or of partnership or of joint venture between the City and PSTA.

17. 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 section or any part of any other section of this Agreement.

18. 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 one party to another 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.

If to PSTA:
Chief Executive Officer
Pinellas Suncoast Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33716
Fax No. 727-540-1913

If to the City:
Director, Transportation & Parking Mgt.
City of St. Petersburg
One 4th Street N.
St. Petersburg, FL 33701
Fax No. 727-551-3326

With required copy to:
Alan S. Zimmet, General Counsel
Bryant Miller Olive, P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602
Fax: (813) 223-2705

18. ENTIRE AGREEMENT. This Agreement reflects the full and complete agreement between the City and PSTA regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding the subject matter contained herein.

19. SURVIVAL. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PINELLAS SUNCOAST TRANSIT AUTHORITY

Brad Miller, Chief Executive Officer

Attest:

Rachael Cappolla, Executive Assistant

Approved as to form:

Alan S. Zimmet, General Counsel
CITY OF ST. PETERSBURG, FLORIDA

By: ________________________________

Its: ________________________________

Attest:

City Clerk

Approved as to content and form:

City Attorney 00452834
Exhibit A

Intown Redevelopment Area
Exhibit B
St. Petersburg Downtown Area Multimodal Impact Fee District (District 11A)
The following page(s) contain the backup material for Agenda Item: Dr. Carter G. Woodson Museum Report - Oral
Please scroll down to view the backup material.
MEMORANDUM

CITY DEVELOPMENT ADMINISTRATION

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

FROM: Chris Ballestra, Managing Director, City Development Administration

DATE: May 30, 2019

SUBJECT: Report (Oral) on Dr. Carter G. Woodson Museum for Council Agenda 6-13-19

City Council’s last update on the Dr. Carter G. Woodson Museum (“Woodson”) was during a Budget, Finance & Taxation meeting on 9-20-18. The Woodson project is underway on several fronts, and while results of current activities underway won’t be available until fall 2019, now is a good time to brief Council with an update. At the Chair’s discretion, staff would like to provide an oral update on the Woodson project including the architectural process and a symposium planned with leaders across multiple disciplines. We look forward to this update, and will have available Mr. Mario Gooden, founder of Huff+Gooden Architects, LLC, who paired with Wannamacher Jensen Architects, Inc., and were ultimately selected via an RFP process to develop concept alternatives for the Woodson.
The following page(s) contain the backup material for Agenda Item: Florida Holocaust Museum Annual Presentation
Please scroll down to view the backup material.
May 30, 2019

TO: The Honorable Members of City Council

SUBJECT: Florida Holocaust Museum Annual Presentation

PRESENTER: Elizabeth Gelman, Executive Director

SCHEDULE FOR COUNCIL ON: June 13, 2019

Councilmember Amy Foster
District 8
The following page(s) contain the backup material for Agenda Item: Pier Report
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 Lease Agreement between the City of St. Petersburg, Florida and Teak, LLC dated June 7, 2018, to (i) modify the operating period definition, base rent paragraph and CAM (defined in the Lease) payment paragraph, (ii) revise the parties’ obligations during the pre-opening period, (iii) add a hire and on-the-job training incentive paragraph, and (iv) and modify other necessary provisions; and providing an effective date (Requires affirmative vote of at least six (6) members of City Council).

EXPLANATION: The City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier there will be a building located at the end of the overwater portion of The Pier that will include restaurant space, a rooftop bar, and a first floor café. The restaurant space, rooftop bar, and first floor café will consist of ±11,212 square feet, of which ±6,920 square feet is air conditioned restaurant space on the third floor, ±3,500 square feet is an outdoor bar on the fourth floor rooftop, and ±792 square feet is air conditioned café space on the first floor. Teak, LLC ("Lessee") has entered a lease at the Pier head building for the restaurant space on the third floor, the rooftop bar on the fourth floor, café space on the first floor, and storage space in the building mutually agreed upon by the Parties (collectively, "Premises").

The First Amendment to the Lease) provides the Lessee the opportunity to utilize its own contractor (Lessee’s Contractor”) to construct tenant improvements within Lessee space, which necessitates multiple contract adjustments. Another change will be a separation of the 3rd Floor restaurant, due to the detailed construction process. These two items are primary drivers on the attached lease amendments, including:

- **PARAGRAPH 2.1 - OPENING PERIOD:** The opening of the 3rd Floor restaurant will be June, 2020, whereas other tenant spaces will open consistent with the remainder of the facility. This is subject to approval by the State of Florida Department of Health.

- **PARAGRAPH 6.1 – BASE RENT AND CAM CHANGES:** As the 3rd Floor restaurant is the primary kitchen for the 1st Floor café and 4th Floor Rooftop bar, the tenant will not have full access and subsequently absorb added costs to provide full service for the open spaces in advance of the 3rd Floor restaurant. As such, a rental and common area maintenance ("CAM") reduction of 25% will be granted for the open spaces (totaling 4,292 square feet) until June 2020. This adjustment has been factored into the Pier’s 2020 operating budget projections previously.
• **PARAGRAPH 12 – PRE-OPENING OBLIGATIONS:** To facilitate a second contractor operating within the Pier Head building, a detailed Partial Occupancy Agreement between the City and City’s contractor Skanska ("Skanska") has been executed to ensure a safe operating environment and effective “code of conduct” between two contractors within the same work site. Lessee also has obligations to construct improvements as outlined by its architect, BDG ("BDG") consistent with City and Skanska approved Exhibit A incorporated within the Partial Occupancy Agreement, outlining Lessee’s interior improvements. The City’s tenant improvement allowance commitment of $500,000, previously approved and appropriated, remains, as the contractor building out the space has no bearing on that lease deal point.

• **PARAGRAPH 12.2 - LESSEE’S OBLIGATIONS:** Lessee if fully obligated to pay all costs and expenses for its tenant improvement Contractor and architect BDG. As a part of this transfer of responsibilities, City and Skanska will incur ancillary costs during the process. As a part of this amendment, Lessee must reimburse City and Skanska for said costs in an amount not to exceed $150,000.

• **PARAGRAPH 67 – HIRING AND ON-THE-JOB TRAINING INCENTIVE:** This amendment incentivizes Lessee to hire and train employees who reside within the Southside CRA, including “hard-to-hire” as defined by the City. This incentive can provide up to $100,000 per year during the Lease term, is subject to annual reporting as well as all detailed provisions contained within this Amendment. Details include up to $10,000 per individual ($15,000 for Management employees) and every hire must be offered a healthcare plan of which 50% is to be paid by the Lessee. Other requirements require the hire be full time, offered career pathways plan and offsite training and education opportunities.

**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a First Amendment to Lease Agreement with Teak, LLC,

**COST/FUNDING/ASSESSMENT INFORMATION:** Funding will be available for the Hiring and On-The-Job Training Incentive program upon approval of the FY20 Adopted Budget in the General Fund (0001), Economic and Workforce Department, Economic and Workforce Division (375.2609).
ATTACHMENTS: First Amendment Amendment and Resolution

APPROVALS:

[Signatures]

Administration: [Signature]

Budget: [Signature]
RESOLUTION NO. 2019--

APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND TEAK, LLC DATED JUNE 7, 2018; 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 TEAK, LLC (“TEAK”) entered into a lease agreement on June 7, 2018 (“Lease”), for TEAK to operate a restaurant, rooftop bar, and café space on the Premises (as defined in the Lease) and be responsible for the interior build out; and

WHEREAS, the City and TEAK desire to amend the Lease to (i) modify the operating period definition, base rent paragraph and CAM (as defined in the lease) payment paragraph, (ii) revise the parties’ obligations during the pre-opening Period, (iii) add a hire and on-the-job training incentive paragraph, and (iv) modify other necessary provisions; and

WHEREAS, TEAK has agreed to the terms and conditions set forth in the First Amendment; and

WHEREAS, funding for the hiring and on-the-job training incentive program for FY 20 will be available upon the approval of the FY 20 Adopted Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the First Amendment to the Lease Agreement between the City of St. Petersburg, Florida, and TEAK, LLC dated June 7, 2018, is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (designee)
Administration
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this ___ day of June, 2019, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Municipal Corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731-2842, and TEAK, LLC, a Florida limited liability company, ("Lessee"), whose post office address is 340 Beach Drive NE, St. Petersburg, Florida 33701, (collectively "Parties").

WITNESSETH:

WHEREAS, the City and Lessee entered into a lease agreement on June 7, 2018, for Lessee to operate a restaurant, rooftop bar, and café space on the Premises and be responsible for the interior build out; and

WHEREAS, the City and Lessee desire to amend the Lease to (i) modify the Operating Period definition, Base Rent paragraph and CAM payment paragraph (ii) revise the Parties’ obligations during the Pre-Opening Period, (iii) add a hire and on-the-job training incentive paragraph, and (iv) and modify other necessary provisions.

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

1. RECITATIONS: The above recitations are true and correct and are incorporated herein by reference.

2. CAPITALIZED TERMS: All capitalized terms in this First Amendment shall have the same meaning specified in the Lease unless otherwise set forth herein.

3. EFFECTIVE DATE: The effective date of this First Amendment shall be the date the City executes this First Amendment.

4. PARAGRAPH 2.10. IS HEREBY AMENDED TO READ AS FOLLOWS:

2.10 "Operating Period" means the period commencing at 12:01 A.M. on (i) the opening day of the Pier for the rooftop bar and first floor café and (ii) June, 2020 for the restaurant, and continuing throughout the Term. In the event that State of Florida Department of Health does not approve the operation of the rooftop bar and first floor café without the concurrent operation of the restaurant, (i) Operating Period shall mean the period commencing at 12:01
A.M. on June, 2020, and continuing throughout the Term; and (ii) paragraphs 6.1.2., 6.2., 6.6., 6.7., 9.1.2., 10.2., 17.1, 23., and 67. shall be deemed automatically amended and paragraphs 6.1.1. and 9.1.1. shall not apply.

5. **PARAGRAPH 6.1. IS HEREBY AMENDED TO READ AS FOLLOWS:**

6.1. **Base Rent:**

6.1.1. Commencing on the first day of the Operating Period for the rooftop bar and first floor café and continuing until commencement of the Operating Period for the restaurant, Lessee shall Base Rent to City in an amount equal to $127,43 multiplied by the number of days during this time period plus sales tax on that amount. Lessee shall remit payment to City for this amount within ten (10) days after commencement of the Operating Period for the restaurant.

6.1.2. Commencing on the first day of the Operating Period for the restaurant and continuing until the end of the Term, the Lessee shall pay annual Base Rent to City in the amount of one hundred sixty two thousand dollars ($162,000.00) plus sales tax on that amount. Lessee shall pay Base Rent in equal monthly payments by the Due Date for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee’s Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.

6. **PARAGRAPH 6.2. IS HEREBY AMENDED TO READ AS FOLLOWS:**

6.2. **Percentage Rent:** Commencing on the first day of the Operating Period for the rooftop bar and first floor café and continuing until the end of the Term, in addition to Base Rent, Lessee shall pay Percentage Rent as follows:

7. **PARAGRAPH 6.6. IS HEREBY AMENDED TO READ AS FOLLOWS:**

6.6. **Monthly Reporting:** Commencing on the first day of the Operating Period for the rooftop bar and first floor café and continuing until the end of the Term, Lessee shall provide to the City without demand or notice by the tenth (10th) day of each month:
8. **PARAGRAPH 6.7. IS HEREBY AMENDED TO READ AS FOLLOWS:**

   6.7. **Payment of Rent:** Rent shall be payable to the City of St. Petersburg and Lessee shall remit such payment to the City. Attention: Manager at the address to be provided by the City to the Lessee on or before the commencement of the Operating Period for the rooftop bar and first floor café.

9. **PARAGRAPH 9.1. AND 9.2. ARE HEREBY AMENDED TO READ AS FOLLOWS:**

9.1. **CAM Payment:**

   9.1.1 Commencing on the first of the Operating Period for the rooftop bar and first floor café and continuing until commencement of the Operating Period for the restaurant, Lessee shall to City an amount equal to $84.89 multiplied by the number of days during this time period for common area maintenance and other Pier expenses ("CAM") costs. Lessee shall remit payment to City for this amount within ten (10) days after commencement of the Operating Period for the restaurant, which shall be collectable as Additional Rent.

   9.1.2. Commencing on the first day of the Operating Period for the restaurant and continuing every Fiscal Year until the end of the Term, Lessee shall pay the City one hundred seven thousand nine hundred twenty dollars ($107,920.00) for CAM costs. The City shall, in its sole discretion, determine how to expend the CAM costs paid by Lessee and shall provide such information to Lessee each Fiscal Year. On a monthly basis, Lessee shall pay the City 1/12th of the CAM costs, which shall be collectable as Additional Rent. In the event that CAM costs is owed for a portion of a Fiscal Year but not the entire Fiscal Year, Lessee’s CAM costs shall be adjusted on a pro rata basis to reflect the number of days in the Fiscal Year that this Lease is in effect. The CAM costs paid by Lessee pursuant to this Lease shall only be used by the City for Pier CAM purposes. Commencing after the first Fiscal Year Lessee pays CAM costs pursuant to this Lease and continuing until the end of the Term, the City on or before August 1st shall provide Lessee with an estimated budget for the CAM costs to be paid by Lessee pursuant to this Lease for the upcoming Fiscal Year.

9.2. On or before July 1st each year during the Term, the City shall review Lessee’s CAM costs based on the proposed Pier operating budget for the upcoming Fiscal Year. Based upon such review, the City may increase Lessee’s CAM payment set forth in paragraph 9.1.2. by an
amount not to exceed five percent (5%) per year during the Term. Any increase shall become effective on the 1st day of the new Fiscal Year.

10. **PARAGRAPH 10.2. IS HEREBY AMENDED TO READ AS FOLLOWS:**

10.2. **Common Area Maintenance and Control.** Commencing on the first day of the Operating Period of the rooftop bar and first floor café and continuing until the end of the Term, City shall administer, operate, clean, maintain and repair the Common Areas, and Lessee shall pay CAM costs established by City pursuant to paragraph 9. City reserves the right at all times to determine the nature and extent of all Common Areas, provided that the City’s delineation of Common Areas shall not unreasonably interfere with the operation of Lessee’s business, and shall have exclusive control and management thereof (except to the extent that other parties own or control portions thereof). City reserves the right to use, permit or deny the use of the Common Areas for any purpose which in City’s sole opinion may be in the best interests of the Pier or the City, including, without limitation, promotions, events, exhibits, displays, shows and other activities.

11. **PARAGRAPH 12. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

12. **PRE-OPENING PERIOD OBLIGATIONS:**

12.1. **City Obligations:** The City has retained Skanska USA Building, Inc., construction manager for the Pier ("Skanska"), to construct the building located at the end of the overwater portion of the Pier area (“Pier Head Building”) that will include the Premises. Skanska will be responsible for constructing Pier Head Building core and shell pursuant to the construction documents dated May 19, 2017, and the modifications to such documents set forth in ASI-10, which construction documents are incorporated herein by reference. In addition to constructing the Pier Head Building core and shell, the City shall also provide an allowance in the amount of five hundred thousand dollars ($500,000) to Lessee towards Lessee’s costs to construct the interior tenant improvements described in 12.2., below. The City shall pay Lessee for this allowance within fifteen (15) days after receipt of an invoice (with supporting documentation itemizing costs and expenses of construction costs for the interior tenant improvements) from Lessee. The City and Skanska have entered into a partial occupancy agreement ("Partial Occupancy Agreement") to allow the City to occupy the Pier Head Building prior to substantial completion in order for the contractor retained by Lessee to construct interior tenant improvements at the Premises in the Pier Head Building. The date that Lessee’s contractor may occupy the Pier Head Building pursuant to the Partial Occupancy Agreement shall be referred to as the "Occupancy Date". Prior to the Occupancy Date and subject to
oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

12.2. **Lessee's Obligations:** Lessee, at its cost and expense, has retained BDG Architects ("BDG") to design the interior tenant improvements for the Premises. Lessee shall ensure that (i) BDG coordinates the design of interior tenant improvements for the Premises with the City, Associated Space Design, Inc. the Pier (overwater) architect, and Skanska, and (ii) BDG has provided accurate (i.e., without defects) designs, plans and construction documents including plans pertaining to locations of slab penetration and locations of equipment. Lessee shall be responsible for retaining a contractor to construct the interior tenant improvements pursuant to the final BDG construction documents on file with the City's building department. Lessee shall ensure the construction contract between Lessee and its contractor ("Lessee Contractor") includes the following:

(i) The Partial Occupancy Agreement between the City and Skanska shall be attached and incorporated into such construction contract. Lessee Contractor shall comply with the terms and conditions of the Partial Occupancy Agreement.

(ii) Lessee Contractor acknowledges the work set forth in Exhibit A of the Partial Occupancy Agreement and agrees to construct the interior tenant improvements in accordance with the terms and conditions set forth in Exhibit A of the Partial Occupancy Agreement including sequencing of the work.

(iii) Lessee Contractor shall be responsible for any damage to the work identified in Exhibit A of the Partial Occupancy Agreement and other work performed by Skanska at the Pier Head Building caused by Lessee Contractor, its employees, vendors or subcontractors. In the event of damage to such work caused by Tenant Contractor, its employees, vendors or subcontractors, the City, Skanska, and Lessee Contractor shall meet within forty-eight (48) hours after discovery of the damage to the work to discuss a plan to repair or replace such damaged work. If the City, Skanska and Lessee Contractor agree in writing that Lessee Contractor shall repair or replace the damaged work, then Lessee Contractor, at its cost and expense, shall perform the necessary repairs or commence with replacement on a schedule mutually agreed upon by the City, Skanska and Lessee Contractor. If the City, Skanska, and Lessee Contractor agree in writing that it would be more efficient for Skanska to perform necessary repairs or replacements of the damaged work or if Skanska determines it is necessary for Skanska to perform the repairs or replacements to preserve any warranties, then Skanska shall perform such repairs or commence such
replacement of the damaged work and Lessee Contractor shall be responsible for all costs and expenses incurred by Skanska and the City. Lessee Contractor shall remit payment to Skanska and the City within ten (10) days after receipt of an invoice from Skanska and/or the City identifying such costs and expenses. In the event Lessee Contractor fails to meet with the City and Skanska within forty-eight (48) hours after discovery of any damage to the work to discuss a plan to repair or replace, Lessee Contractor shall be deemed to have approved Skanska performing the repair or replacement of the damaged work and shall agree to be responsible for all costs and expenses incurred by Skanska and the City.

(iv) Lessee Contractor shall obtain prior written approval from Skanska for all mechanical, plumbing, electrical, fire alarm and fire protection system connections to the Pier Head Building systems. Lessee Contractor shall obtain all other necessary approvals from Skanska needed to preserve any warranties.

(v) Lessee Contractor shall indemnify, hold harmless, assume legal liability for, save and defend the City, Manager, Lessee, Skanska, and their officers, employees, subcontractors, elected and appointed officials, representatives and agents from and against any and all claims, liens, suits, actions, damages, liability, assertions of liability, losses, costs and expenses in law or in equity, of every kind and nature whatsoever, (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for bodily injury or death of persons and for damage to property, which Claims may occur or be alleged to have occurred by or on account of or arising out of (i) the negligence, recklessness, or intentional wrongful misconduct of Lessee Contractor, its employees, vendors or subcontractors in the performance of the interior tenant improvements at the Pier Head Building; (ii) occupancy of the Pier Head Building by Lessee Contractor, its employees, vendors or subcontractors; (iii) access to the Pier project site; (iv) the failure of the Lessee Contractor, its employees, vendors or subcontractors to comply with applicable Laws; (v) any act, omission, or default of the Lessee Contractor, its employee, vendors or subcontractors in the performance of the interior tenant improvements at the Pier Head Building; or (vi) Lessee Contractor's breach of the construction contract
between Lessee Contractor and Lessee for construction of the interior tenant improvements.

(vi) Lessee Contractor, at its cost and expense, shall obtain and maintain the types and amounts of insurance set forth in Exhibit C of the Partial Occupancy Agreement. The City, Manager, Lessee and Skanska shall be named additional insureds on all policies required to be obtained by Lessee Contractor. All insurance policies provided by Lessee Contractor must include a waiver of subrogation and be primary and non-contributory to any insurance, self-insurance, or deductible, which shall be included on the Certificate of Insurance provided to the City and Skanska. Lessee Contractor shall obtain prior written approval from the City and Skanska confirming that Lessee Contractor has obtained the required insurance prior to being granted occupancy to the Pier Head Building. Lessee Contractor, at its cost and expense, shall also obtain a Public Construction Bond pursuant to the requirements set forth in Exhibit C of the Partial Occupancy Agreement.

(vii) Until Substantial Completion (as that term is defined in the construction manager contract between the City and Skanska dated July 13, 2015, as amended ("Skanska Contract")), Lessee Contractor acknowledges that the City and Skanska are not obligated to provide any temporary or permanent utilities to Lessee Contractor during the construction of the interior tenant improvements at the Pier Head Building by Lessee Contractor. Following Substantial Completion, the City shall provide utilities to Lessee Contractor.

(viii) Lessee Contractor shall comply with the Pier project site access and limitations to use the site requirements set forth in Exhibit D of the Partial Occupancy Agreement.

(ix) Lessee Contractor shall provide any security it deems necessary to secure the Premises or portions thereof where Lessee Contractor is performing work. Lessee Contractor acknowledges that the City and Skanska shall not be responsible for the security of the Premises or any temporary facilities, equipment or materials that Skanska allows Lessee Contractor to bring on-site during construction.

(x) Lessee Contractor shall comply with all applicable Laws including OSHA regulations. Lessee Contractor shall maintain safe construction practices and operations within the Premises where Lessee Contractor is performing
work. Lessee Contractor acknowledges that the City and Skanska are not obligated to monitor the safety practices of Lessee Contractor. Lessee Contractor, its employees, vendors and subcontractors shall participate in Skanska’s site orientation and adhere to direction provided by Skanska when in other areas of the Pier that are not part of the Premises. Lessee Contractor shall comply with Skanska’s requirements for personal protection equipment while in any areas of the Pier project site that are within Skanska’s control, including when entering and exiting tenant spaces and during the transportation of materials.

(xi) Lessee Contractor shall perform work related to construction of the interior tenant improvements at the Pier Head Building in accordance with the schedule mutually agreed upon by the City, Skanska and Lessee Contractor. In the event that the City, Skanska and Lessee Contractor cannot mutually agree upon the schedule, the schedule shall be determined by the Initial Decision Maker (as that term is defined in the Skanska Contract). Except as provided below, in the event Lessee Contractor fails to perform its work in accordance with the schedule, Lessee Contractor shall be responsible for all costs and expenses (i.e., delay damages) incurred by the City and Skanska arising from such failure. Lessee Contractor shall remit payment to Skanska and the City within ten (10) days after receipt of an invoice from Skanska and/or the City identifying such costs and expenses. In the event of a force majeure event that affects the schedule, the City, Skanska and Lessee Contractor shall meet to discuss an adjustment to the schedule due to a force majeure event. The City, Skanska and Lessee Contractor shall mutually agree to a revised schedule, provided that the revised schedule shall not be adjusted beyond the period of time equivalent to the delay caused by such force majeure event. In the event that the City, Skanska and Lessee Contractor cannot mutually agree upon an adjustment to the schedule, the adjustment to the schedule shall be determined by the Initial Decision Maker. Force majeure event means an act of God, act of federal or state governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.

(xii) Lessee Contractor acknowledges that in the event an emergency situation arises, as determined by Skanska in its sole discretion, Skanska shall have the right to take control of the Pier Head Building including the Premises to the extent necessary to protect such building, the work previously performed by Skanska and persons at the Pier Head Building. In the event
that an emergency situation is caused by Lessee Contractor, its employees, vendors or subcontractors, Lessee Contractor shall be responsible for all costs and expenses arising out of such emergency situation. Lessee Contractor shall remit payment to Skanska and the City within ten (10) days after receipt of an invoice from Skanska and/or the City identifying such costs and expenses.

(xiii) Lessee Contractor shall ensure that all subcontracting agreements between Lessee Contractor and its subcontractors requires such subcontractors to be bound by and comply with the terms and conditions set forth in this paragraph 12.2 to the same extent as Lessee Contractor.

(xiv) Lessee Contractor agrees to assume the maintenance obligations for the Premises on the Occupancy Date. Lessee Contractor acknowledges that such obligations shall remain in effect until Lessee Contractor reaches substantial completion of the interior tenant improvements or until a Temporary Certificate of Occupancy, as defined herein, is obtained, whichever is later.

(xv) Any costs and expenses required to be paid by Lessee Contractor to Skanska shall be calculated in the same manner as costs and expenses are calculated in the Skansa Contract. Any costs and expenses required to be paid by Lessee Contractor to the City shall be equal to costs and expenses actually incurred by the City.

In the event Lessee retains persons or entities other than Lessee Contractor to perform work and services related to the interior tenant improvements, Lessee shall require such persons and entities to comply with the same terms and conditions that Lessee Contractor is required to comply with, unless otherwise agreed to in writing by the City and Skanska.

In the event Lessee Contractor fails to perform its obligations set forth in the construction contract between Lessee Contractor and Lessee, Lessee shall be responsible and liable for all costs and expenses incurred by the City and Skanska arising from such failure and shall pay the City and Skanska within thirty (30) days of receipt of an invoice from the City and/or Skanska identifying such costs and expenses. In addition, Chuck Prather shall provide the City with a personal guaranty that in the event Lessee Contractor fails to perform its obligations set forth in the construction contract between Lessee Contractor and Lessee, Chuck Prather absolutely and unconditionally guarantees to the City that he shall reimburse all costs and expenses incurred by the City and Skanska arising from such failure. Any costs and expenses required to be paid by Lessee or Chuck Prather to Skanska
shall be calculated in the same manner as costs and expenses are calculated in the Skanska
Contract. Any costs and expenses required to be paid by Lessee or Chuck Prather to the
City shall be equal to costs and expenses actually incurred by the City.

Lessee agrees that Skanska is hereby added to the Indemnified Parties, as defined herein,
and shall be included as an “Additional Insured” on all insurance that Lessee is required
to obtain pursuant to this Lease.

Except for the Five Hundred Thousand Dollar ($500,000) allowance described in 12.1.
above, Lessee, at its cost and expense, shall be responsible for paying its contractor(s) to
construct the interior tenant improvements set forth in the final BDG construction
documents. In addition, Lessee shall be responsible for (i) all costs and expenses
associated with inspections requested by Lessee for the construction of the interior tenant
improvements pursuant to the final BDG construction documents, and (ii) costs to obtain
a building permit and other regulatory approvals for such interior tenant improvements.
Additionally, Lessee shall reimburse the City, in an amount not to exceed $150,000
(“Lessee Cap”), for costs and expenses related to the following work performed or to be
performed by Skanska and/or others at the direction of the City: (i) work related to pipe
sleeves for electrical, mechanical and plumbing penetrations through the structural slabs
of the deck level, third level and fourth level as well as the installation of floor drains and
floor sinks in the fourth floor slab and the installation of embeds for the Lessee’s wine
racks in the fourth floor slab; (ii) work related to pipe sleeves for electrical, mechanical
and plumbing penetrations through the structural slab of the second level and the fifth
level, waterproofing of Lessee Contractor’s installations on the fifth level, waterproof
testing of the Lessee Contractor’s installations on the fifth level, early completion of the
service elevator and the waterproof coating of the fifth level topping slab due to
distribution of Lessee’s conduits; (iii) work identified in the final BDG construction
documents (and modifications thereto) after the effective date of the First Amendment;
and (iv) work related to additional modifications needed to the Pier Head Building core
and shell (i.e., additional modifications other than those modifications set forth in ASI-10)
resulting from changes made to the BDG construction documents after the effective date
of the First Amendment. Any costs and expenses required to be paid by Lessee to the City
in order for the City to reimburse Skanska shall be calculated in the same manner as costs
and expenses are calculated in the Skanska Contract. Any costs and expenses required
to be paid by Lessee to the City for costs and expenses incurred by others (including the
City) shall be equal to costs and expenses actually incurred. Lessee shall pay the City
within ten (10) days after receipt of an invoice(s) identifying such costs, provided, that
such payment(s) shall not exceed the Lessee Cap.

As assurance to the City that Lessee will cause the interior tenant improvements to be
constructed as set forth in the final BDG construction documents, Lessee acknowledges and agrees to the following milestones:

(i) Lessee acknowledges that plans were submitted to the City’s building department on or before March 15, 2019, in order to obtain a permit for the interior tenant improvements set forth in the final BDG construction documents; and

(ii) Lessee shall provide the City with an executed copy of the construction contract between Lessee and Lessee Contractor for construction of the interior tenant improvements set forth in the final BDG construction documents within ten (10) days after execution of the First Amendment; and

(iii) Within five (5) days after the Occupancy Date, Lessee shall issue a notice to proceed to Lessee Contractor to commence construction of the interior tenant improvements set forth in the final BDG construction documents; and

(iv) Lessee shall obtain or cause Lessee Contractor to obtain a temporary certificate of occupancy (“Temporary Certificate of Occupancy”) for the rooftop bar and first floor café by January 15, 2020; and

(v) Lessee shall obtain or cause Lessee Contractor to obtain a Temporary Certificate of Occupancy for the fourth floor restaurant by May 11, 2020.

Except for the Five Hundred Thousand Dollar ($500,000) allowance described in 12.1, above, Lessee acknowledges and agrees that the City shall not be responsible or liable for any costs and expenses related to the interior tenant improvements set forth in the BDG construction documents or otherwise.

12. PARAGRAPH 15. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

15. CONDITION OF PREMISES: On the Occupancy Date, Lessee shall inspect the Premises and accept the condition of the Premises in an "as is" condition. As of the Occupancy Date, the City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use. Notwithstanding the foregoing and without limiting Lessee's obligations set forth in paragraph 16, Lessee shall not be responsible or liable for any latent defects in the construction of the Premises. Nothing herein shall be construed to limit Skanska's obligation to correct punch list items, provide any warranties and perform its other obligations required pursuant to the Skanska Contract or the Partial Occupancy Agreement.
13. **PARAGRAPH 17.1. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

17.1. Commencing on the first day of the Operating Period for the rooftop bar and first floor café and continuing until the end of the Term, the City shall maintain the exterior roofing, exterior walls, and exterior windows, and shall provide replacement (but not maintenance) of HVAC systems at the end of their useful life. This is subject to Lessee, as a part of normal operations of the Premises, performing annual maintenance/inspections of subject operating systems. If Lessee discovers as part of its annual maintenance/inspections or otherwise that a repair to the exterior roofing or exterior walls may be necessary, Lessee shall so notify the City in writing.

14. **PARAGRAPH 19. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

19. **USE OF PIER LOGO:** Lessee shall obtain City’s prior written consent before utilizing any Pier logo for any purpose, including but not limited to utilizing any Pier logo on merchandise. Lessee’s request to utilize a Pier logo shall be in writing and contain a description of the proposed use of the logo and proposed layout. The City reserves a right to charge a fee for use of the Pier logo and require Lessee to execute any necessary documents related to such use and/or fees owed to the City.

15. **PARAGRAPH 23. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

23. **PARKING:** Commencing on the first day of the Operating Period for the rooftop bar and first floor café and continuing until the end of the Term, the City shall provide parking at the Pier for patrons and visitors of the Pier. Pier parking is on a first come first serve basis and established parking rates apply. Lessee shall have the right to the exclusive use of five (5) parking spaces for Lessee employee parking at a location mutually agreed upon by the Parties. Lessee shall pay the City for use of such spaces at the established parking rates for the Pier, unless otherwise mutually agreed upon by the Parties. The City shall assist Lessee in the development of a parking plan for Lessee’s employees. The City shall not provide any more favorable parking terms to any other lessee of the Pier than to Lessee hereunder.

16. **THE FIRST SENTENCE OF PARAGRAPH 25. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

25. **ENVIRONMENTAL COMPLIANCE:** As of the Effective Date, City is unaware of any violations of any Environmental Laws on the Premises and Lessee shall not be responsible or liable for any Claims related to a violation of any Environmental Laws on the Premises which occurred prior to the Occupancy Date.
17. **PARAGRAPH 31. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

31. **IMPROVEMENTS TO PREMISES:** Except for interior tenant improvements made by Lessee pursuant to paragraph 12.2., Lessee shall not make or permit to be made any alterations, additions, improvements or changes ("Improvements") in the Premises without, in each case, first obtaining the written approval of the City in accordance with this Lease. Such written approval may be conditioned upon a payment and performance bond required pursuant to Section 255.05, Florida Statutes being obtained and provided to the City for such alternations, additions, improvements, or changes. Additionally, Lessee shall obtain all required permits at its sole costs and expense.

18. **PARAGRAPH 32. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

32. **OWNERSHIP OF IMPROVEMENTS:** Except for Trade Fixtures and other personal property of Lessee that is not permanently attached to the Premises ("Lessee's Personal Property"), all Improvements, including interior tenant improvements made by Lessee pursuant to paragraph 12.2. (not including Trade Fixtures), made to the Premises by either party shall immediately become the property of the City and shall remain so during the Term of this Lease and upon expiration or earlier termination thereof. Nothing in this paragraph shall be construed to prevent Lessee from deprecating the improvements made by Lessee pursuant to paragraph 12.2. to the extent permitted by applicable Laws.

19. **PARAGRAPH 38.1. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

38.1. Commencing on the date of the Temporary Certificate of Occupancy for the rooftop bar and first floor café and continuing until the end of the Term, the Lessee shall obtain and maintain at Lessee's cost, the following insurance, written by a firm that is authorized to conduct operations in the State of Florida, and rated "A-" or better by a rating agency such as A.M. Best or its equivalent. The policy or policies shall have following minimum coverages and limits:

20. **PARAGRAPH 38.2. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

38.2. Lessee shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all coverages within forty-eight (48) hours after the date of the Temporary Certificate of Occupancy for the rooftop bar and first floor café and at each subsequent policy renewal. At the City's request, Lessee shall provide the City with a copy of each policy required by this Lease.
21. **PARAGRAPH 38.7. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

38.7. Commencing on the Effective Date and continuing until the date of the Temporary Certificate of Occupancy for the rooftop bar and first floor café, Lessee shall only be required to obtain and maintain, at Lessee’s cost, the types and amounts of insurance set forth in subparagraph 38.1.1, subparagraph 38.1.3 and subparagraph 38.1.4, above, unless otherwise required by the City’s Risk Management Department. The requirements set forth in subparagraphs 38.2, 38.3, 38.4, 38.5 and 38.6 shall apply during this time period.

22. **PARAGRAPH 38.8. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

38.8. Except as set forth in paragraph 12.2., any permitted sublessee under this Lease or other persons contracting with the Lessee shall maintain the following minimum insurance coverages and limits unless otherwise required by the City’s Risk Management Department:

23. **PARAGRAPH 39.1. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

39.1. **No Liens.** Neither Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanic’s or materialman’s lien or other lien of any kind or character whatsoever upon the Premises, the interior improvements made by Lessee pursuant to paragraph 12.2., or Improvements thereon or upon the interest of Lessee herein.

24. **PARAGRAPH 40.1.1.2. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

40.1.1.2. Lessee’s failure to perform any covenant, promise or obligation contained in this Lease, including but not limited to Lessee’s obligations set forth in paragraph 12.2;

25. **PARAGRAPH 59. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

59. **AMERICANS WITH DISABILITIES ACT OF 1990:** Lessee assumes all responsibility including, but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance of the Premises with all aspects of the ADA and any amendments thereto and regulations promulgated thereunder, including, but not limited to, Title II, Structural and Title III, Programmatic Accessibility Standards, as well as any future amendments with respect to the operation and control of the Premises following the Occupancy Date and related to the Permitted Use. Lessee shall not be responsible or liable for Claims alleging that the design or construction of the Pier Head Building core and shell by the City failed
to comply with the ADA in effect at the time the Pier Head Building core and shell is completed.

26. **PARAGRAPH 67. IS HEREBY ADDED TO THE LEASE TO READ AS FOLLOWS:**

67. **HIRING AND ON-THE-JOB TRAINING INCENTIVE:**

67.1 Commencing on the first day of the Operating Period for the rooftop bar and first floor café and continuing for ten (10) years, unless the Term of this Lease expires or is earlier terminated, the City shall provide Lessee an incentive in an amount not to exceed $100,000 per Fiscal Year ("Annual Incentive") for hiring certain employee ("Qualifying Employees") and providing on-the-job training for such employees. An employee is considered a Qualifying Employee for purposes of this paragraph if all of the following criteria are met:

67.1.1. The employee must be a resident of the South St. Petersburg Community Redevelopment Area ("CRA"). Lessee should give preference to residents of the CRA that are “hard-to-hire” as defined by the City. Lessee shall work with Pinellas Ex-Offender Re-Entry Coalition to obtain information regarding potential employees. The boundary of the CRA and City’s definition of hard-to-hire are set forth in Exhibit “E”, which is attached hereto and made a part hereof.

67.1.2. The employee must be hired as a full-time employee. “Full-Time Employee” shall mean an employee who works an average of at least thirty (30) hours each work week.

67.1.3. The employee must be paid at minimum wage or higher, provided however that any manager shall be paid at the City’s living wage or higher.

67.1.4. The employee must be offered a health care plan with at least fifty (50%) percent of the costs for such plan paid for by Lessee.

67.1.5. A career pathways plan, which shall include (i) on-the-job training details, (ii) off-site training and education opportunities, (iii) information on criteria for raises and promotions, and (iv) details on bonuses offered by Lessee, shall be prepared by Lessee and provided to each employee.
67.2 Lessee shall be paid an amount not to exceed the Annual Incentive as follows: (i) ten thousand dollars ($10,000) for each Qualifying Employee hired and retained more than three (3) months from the date of hire; (ii) ten thousand dollars ($10,000) for each Qualifying Employee hired and retained more than one year from the date of hire; (iii) ten thousand dollars ($10,000) for each Qualifying Employee who receives a promotion and pay increase of more than three thousand dollars ($3,000) and remains in that position for a minimum of three (3) months; and (iv) fifteen thousand dollars ($15,000) for each Qualifying Employee that is hired for a management position or that is promoted to a management position and remains in that position for a minimum of six (6) months. For purposes of this paragraph 67.2, management position means positions wherein such employee supervises at least five (5) other employees.

67.2.1 Within thirty (30) days after the end of each Fiscal Year, Lessee shall submit an annual report, which report shall include the number of employees hired and documentation demonstrating compliance with the requirements set forth in this paragraph 67, and an invoice for the Annual Incentive requested. Provided that the annual report documents compliance with the requirements set forth in this paragraph 67, the City shall pay Lessee the amount of Annual Incentive owed within thirty (30) days. In the event of insufficient documentation, the City shall notify Lessee and Lessee shall submit the updated documentation within five (5) days after receipt of notice from the City. Upon the receipt of the updated documentation and provided that the updated documentation demonstrates compliance with the requirements set forth in this paragraph 67, the City shall pay Lessee the amount of Annual Incentive owed within thirty (30) days.

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

REMAINING PORTION INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives on the date first above written.

WITNESSES: (as to Lessee)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

LESSEE: TEAK, LLC

By: __________________________

Printed Name: __________________________

Title: __________________________

Accepted and Agreed to by Chuck Prather with respect to his obligations set forth in paragraph 12.2:

By: __________________________

Chuck Prather
WITNESSES: (as to City)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

CITY: CITY OF ST. PETERSBURG, FLORIDA

Rick Kriseman
As Its: Mayor

Date:

ATTEST:

Chan Srinivasa, City Clerk

(City Seal)

APPROVED BY:

Chris Ballestra, Managing Director
City Development

APPROVED AS TO FORM AND CONTENT:

City Attorney (Designee)

By:
Assistant City Attorney
00452386 FINAL
ST. PETERSBURG CITY COUNCIL

Meeting of June 13, 2019

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

SUBJECT:

(a) A resolution authorizing the Mayor, or his designee, to execute a First Amendment to the Lease Agreement between the City of St. Petersburg, Florida and United Park Service, LLC ("UPS") dated July 16, 2018, to (i) revise the parties’ obligations during the pre-opening period and (ii) and modify other necessary provisions for the development and operation; approving a supplemental appropriation in the amount of $87,712 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from additional revenues received from UPS pursuant to its Lease dated July 16, 2018, as amended, for the construction of the tenant improvements at the Sundry Shop and Bait Shop in the Pier Head Building to the Pier Visioning Project (11988) (requires affirmative vote of at least six (6) members of City Council); and providing an effective date.

(b) A resolution authorizing the Mayor, or his designee, to execute a First Amendments to the Lease Agreement between the City of St. Petersburg, Florida and United Park Service, LLC ("UPS") dated July 16, 2018, to (i) revise the parties’ obligations during the pre-opening period and (ii) and modify other necessary provisions; approving a supplemental appropriation in the amount of $465,054 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from additional revenues received from UPS pursuant to its Lease dated July 16, 2018, as amended, for the construction of the tenant improvements at concession area of the new pavilion building to the Pier Visioning Project (11988) (Requires affirmative vote of at least six (6) members of City Council); and providing an effective date.

EXPLANATION: The City of St. Petersburg ("City") is currently constructing the new St. Pete Pier™ ("The Pier") and upon completion of The Pier there will be a building located at the end of the overwater portion of The Pier that will include a Pier Head Gift and Bait Shop. The building and tenant improvements for this space will be constructed and managed by the City and contractor Skanska ("Skanska"). Lessee will be responsible for all architectural costs directly to project architect ASD/SKY ("Architect"), and be responsible for full payment for tenant improvements as agreed upon between Lessee and Architect, constructed by $87,712, to complete work at the Pier Head Gift Shop and Bait Shop.

Construction of the Pavilion will be performed by Skanska and this Lease Amendment provides for Lessee, under architectural direction of ASD/SKY (being paid directly by Lessee), to utilize a
second contractor (Lessee's Contractor) to finish portions of the tenant improvement buildout at the Pavilion. To effectuate two contractors at the Pavilion, the City has entered into a Partial Occupancy Agreement ("Partial Occupancy Agreement") with Skanska to ensure a safe and efficient process for finalizing all tenant improvements at the Pavilion. Lessee's Contractor and sub-contractors must provide insurance consistent with levels maintained by Skanska. Lessee is responsible for all tenant improvement costs in the amount of $465,054.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolutions.

COST/FUNDING/ASSESSMENT INFORMATION: Funding will be available after the approval of two supplemental appropriations in the amount of $87,712 and $465,054 from the unappropriated balance of the General Capital Improvement Fund (3001), resulting from revenues received from United Parks Service (UPS) in accordance with the terms of their Lease for the construction of the tenant improvements at the concession area of the new pavilion building and tenant improvements at the Sundry Shop and Bait Shop in the Pier Head Building, to the Pier Visioning Project (ECID Project No. 09227-019; Oracle No. 11988).

ATTACHMENTS: Lease Amendment and Resolution

APPROVALS:

[Signatures]

Administration: Budget:
RESOLUTION NO. 2019-___

APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND UNITED PARK SERVICES, INC. ("UPS") DATED JULY 16, 2018; 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; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $87,712 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM ADDITIONAL REVENUES RECEIVED FROM UPS PURSUANT TO ITS LEASE DATED JULY 16, 2018, AS AMENDED, FOR THE CONSTRUCTION OF THE TENANT IMPROVEMENTS TO THE PIER VISIONING PROJECT (11988) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and United Park Services, Inc. ("UPS") entered into a lease agreement on July 16, 2018 ("Lease"), for UPS to operate a retail sundry/gift shop and a bait and tackle shop on the Premises (as defined in the Lease) and be responsible for the interior improvements; and

WHEREAS, the City and UPS desire to amend the Lease to (i) revise the parties' obligations during the pre-opening period and (ii) modify other necessary provisions.

WHEREAS, UPS has agreed to the terms and conditions set forth in the First Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the First Amendment to the Lease Agreement between the City of St. Petersburg, Florida, and United Park Services, Inc. ("UPS") dated July 16, 2018 is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.
BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from additional revenues received from UPS pursuant to its Lease dated July 16, 2018, as amended, for the construction of the tenant improvements, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)
Pier Visioning Project (11988) $87,712

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (Designee)
00452825

Administration

Budget
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment"), is made this ___ day of ______, 2019, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Municipal Corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731-2842, and UNITED PARK SERVICES, INC. a Florida corporation, ("Lessee"), whose post office address is 4737 Dolphin Cay Lane, S. #602, St. Petersburg, Florida, 33711 (collectively "Parties").

WITNESSETH:

WHEREAS, the City and Lessee entered into a lease agreement on July 16, 2018, for Lessee to operate a retail sundry/gift shop and a bait and tackle shop on the Premises and be responsible for the interior improvements; and

WHEREAS, the City and Lessee desire to amend the Lease to (i) revise the Parties’ obligations during the Pre-Opening Period and (ii) modify other necessary provisions.

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

1. **RECIDALS:** The above recitals are true and correct and are incorporated herein by reference.

2. **CAPITALIZED TERMS:** All capitalized terms in this First Amendment shall have the same meaning specified in the Lease unless otherwise set forth herein.

3. **EFFECTIVE DATE:** The effective date of this First Amendment shall be the date the City executes this First Amendment.

4. **PARAGRAPH 6.1 IS HEREBY AMENDED TO READ AS FOLLOWS:**

   6.1. **Base Rent:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the Lessee shall pay annual Base Rent to City in the amount of Fifty Thousand One Hundred Seventy-Five Dollars ($50,175) plus sales tax on that amount. Lessee shall pay Base Rent in equal monthly payments by the Due Date for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee’s Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.
5. **PARAGRAPH 11. IS HEREBY AMENDED TO READ AS FOLLOWS:**

11. **PRE-OPENING PERIOD OBLIGATIONS:**

11.1. **City Obligations:** The City has retained Skanska USA Building, Inc., construction manager for the Pier ("Skanska") to construct the building located at the end of the overwater portion of the Pier area that will include the Premises as a finished space, including painted walls, lighting, and heating, ventilation and air conditioning ("HVAC"). Subject to City Council approval and paragraph 11.2, below, the City will retain Skanska to construct the interior improvements in accordance with the final TI Plan, as defined herein. Within sixty (60) days after the effective date of this First Amendment, the City will provide Lessee with the date that Skanska anticipates delivering the Premises with the interior improvements set forth in the final TI Plan. Prior to delivery of the Premises with the interior improvements set forth in the final TI Plan and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

11.2. **Lessee’s Obligations:** Lessee’s architect, Associated Space Design, Inc./SKY, will provide design services for the interior improvements Lessee is required to make to the Premises. Lessee (including Lessee’s architect), in consultation with the City (including any designated representatives of the City) and Skanska shall develop a tenant improvement plan ("TI Plan"), which TI Plan shall describe the interior finish and tenant improvements to be constructed by Skanska, Trade Fixtures, a budget, and any other necessary information needed to complete a fully operational retail sundry/gift shop and bait and tackle shop. Lessee’s final TI Plan is attached hereto as Exhibit “F”. Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan. On or before July 1, 2019, Lessee and City shall mutually agree upon a payment draw schedule related to Lessee’s payments to the City for the improvements set forth in the final TI Plan being constructed by Skanska in the amount of $87,712. Additionally, Lessee shall designate a project manager(s) who shall (i) have decision making authority and (ii) be available to immediately (i.e., within twenty-four hours) respond to any questions that Skanska may have during construction. Lessee acknowledges and agrees that the City shall not be responsible or liable for any costs and expenses related to the improvements set forth in the final TI Plan.

6. **PARAGRAPH 18. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

18. **USE OF PIER LOGO:** Lessee shall obtain City’s prior written consent before utilizing any Pier logo for any purpose, including but not limited to utilizing any Pier logo on merchandise. Lessee’s request to utilize a Pier logo shall be in writing and contain a description of the proposed use of the logo and proposed layout. The City reserves a right
to charge a fee for use of the Pier logo and require Lessee to execute any necessary documents related to such use and/or fees owed to the City.

7. The exhibit attached to this First Amendment is hereby added to the Lease as Exhibit “F”.

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

[The Remainder of This Page is Intentionally Left Blank]
[Signature Pages & Exhibit F Follow]
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date and year first above written.

**WITNESSES: (as to Lessee)**

Witness Signature

________________________

Typec, Printed or Stamped Name

Witness Signature

________________________

Typec, Printed or Stamped Name

**LESSEE: United Park Services, Inc.**

By: __________________________

Print: _________________________

Title: _________________________
WITNESSES: (as to City)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

CITY: City of St. Petersburg, Florida

Rick Kriseman
As Its: Mayor

ATTEST:

Chan Srinivasa, City Clerk

(Approved as to Form and Content:

City Attorney (Designee)
00452357

(City Seal)
RESOLUTION NO. 2019-___

APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND UNITED PARK SERVICES, INC. ("UPS") DATED JULY 16, 2018; 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; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $465,054 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) RESULTING FROM ADDITIONAL REVENUES RECEIVED FROM UPS PURSUANT TO ITS LEASE DATED JULY 16, 2018, AS AMENDED, FOR THE CONSTRUCTION OF THE TENANT IMPROVEMENTS TO THE PIER VISIONING PROJECT (11988); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and United Park Services, Inc. ("UPS") entered into a lease agreement on July 16, 2018 ("Lease"), for UPS to operate a counter order casual concession in the Premises (as defined in the Lease) of the new pavilion building and be responsible for the interior improvements; and

WHEREAS, the City and UPS desire to amend the Lease to (i) revise the parties’ obligations during the pre-opening period and (ii) modify other necessary provisions.

WHEREAS, UPS has agreed to the terms and conditions set forth in the First Amendment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the First Amendment to the Lease Agreement between the City of St. Petersburg, Florida, and United Park Services, Inc. ("UPS") dated July 16, 2018 is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the First Amendment.
BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from additional revenues received from UPS pursuant to its Lease dated July 16, 2018, as amended, for the construction of the tenant improvements, the following supplemental appropriation for FY19:

General Capital Improvement Fund (3001)  
Pier Visioning Project (11988)  

$465,054

This resolution shall become effective immediately upon its adoption.

APPROVALS:

City Attorney (Designee)

Administration

Budget
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment"), is made this ___ day of ______, 2019, by and between the CITY OF ST. PETERSBURG, FLORIDA, a Municipal Corporation, existing by and under the laws of the State of Florida, ("City"), whose post office address is P.O. Box 2842, St. Petersburg, Florida 33731-2842, and UNITED PARK SERVICES, INC. a Florida corporation, ("Lessee"), whose post office address is 4737 Dolphin Cay Lane, S. #602, St. Petersburg, Florida, 33711 (collectively "Parties").

WITNESSETH:

WHEREAS, the City and Lessee entered into a lease agreement on July 16, 2018, for Lessee to operate a counter order casual concession in the Premises of the new pavilion building and be responsible for the interior improvements; and

WHEREAS, the City and Lessee desire to amend the Lease to (i) revise the Parties’ obligations during the Pre-Opening Period and (ii) modify other necessary provisions.

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

1. **RECOLTALS:** The above recitals are true and correct and are incorporated herein by reference.

2. **CAPITALIZED TERMS:** All capitalized terms in this First Amendment shall have the same meaning specified in the Lease unless otherwise set forth herein.

3. **EFFECTIVE DATE:** The effective date of this First Amendment shall be the date the City executes this First Amendment.

4. **PARAGRAPH 6.1. IS HEREBY AMENDED TO READ AS FOLLOWS:**

6.1. **Base Rent:** Commencing on the first day of the Operating Period and continuing until the end of the Term, the Lessee shall pay annual Base Rent to City in the amount of Thirty-Three Thousand Three Hundred Dollars ($33,300) plus sales tax on that amount. Lessee shall pay Base Rent in equal monthly payments by the Due Date for the month in which the Due Date falls. In the event that the Operating Period does not begin on the first day of the month, then Lessee’s Base Rent for the first month shall be adjusted on a pro rata basis based on the number of days Lessee operates in the first month.
5. **PARAGRAPH 11. IS HEREBY AMENDED TO READ AS FOLLOWS:**

11. **PRE-OPENING PERIOD OBLIGATIONS:**

11.1. **City Obligations:** The City has retained Skanska USA Building, Inc., construction manager for the Pier ("Skanska") to construct the pavilion building at the Pier that will include the Premises as an unfinished space, including a leave out of the concrete slab. The unfinished Premises will include an electrical panel for Lessee’s use in distributing electrical space within the Premises, stub-up for gas service within the Premises, potable water and sanitary sewer connections capped for Lessee’s use and grease interceptors. Subject to City Council approval and paragraph 11.2, below, the City will retain Skanska to construct certain interior improvements in accordance with the final TI Plan, as defined herein. In addition to the City retaining Skanska to construct certain interior improvements in accordance with the final TI Plan, the City and Skanska have entered into a partial occupancy agreement ("Partial Occupancy Agreement") to allow the City to occupy the pavilion building prior to substantial completion in order for the contractor retained by Lessee to construct interior tenant improvements (not being constructed by Skanska), which are described in the final TI Plan. The date that Lessee’s contractor may occupy the pavilion building pursuant to the Partial Occupancy Agreement shall be referred to as the “Occupancy Date”. Prior to the Occupancy Date and subject to oversight by Skanska, Lessee shall be granted reasonable access to the Premises.

11.2. **Lessee’s Obligations:** Lessee’s architect, Associated Space Design, Inc./SKY ("ASD/SKY"), will provide design services for the interior improvements Lessee is required to make to the Premises. Lessee (including ASK/SKY), in consultation with the City (including any designated representatives of the City) and Skanska shall develop a tenant improvement plan ("TI Plan"), which TI Plan shall describe the interior improvements to be constructed by Skanska, interior tenant improvements to be constructed by Lessee Contractor (as defined herein), Trade Fixtures, a budget, and any other necessary information needed to complete a fully operational counter order casual concession. Lessee’s final TI Plan is attached hereto as Exhibit “E”. Lessee shall be responsible for paying all costs and expenses identified in the final TI Plan. On or before July 1, 2019, Lessee and City shall mutually agree upon a payment draw schedule related to Lessee’s payments to the City for those certain interior improvements set forth in the final TI Plan being constructed by Skanska in the amount of $465,054. In addition, Lessee shall be responsible for retaining a contractor to construct certain interior tenant improvements set forth in the final TI Plan pursuant to the final ASD/SKY construction documents on file with the City’s building department. Lessee shall
ensure the construction contract between Lessee and its contractor ("Lessee Contractor") includes the following:

(i) The Partial Occupancy Agreement between the City and Skanska shall be attached and incorporated into such construction contract. Lessee Contractor shall comply with the terms and conditions of the Partial Occupancy Agreement.

(ii) Lessee Contractor acknowledges the work set forth in Exhibit A of the Partial Occupancy Agreement and agrees to construct the interior tenant improvements in accordance with the terms and conditions set forth in Exhibit A of the Partial Occupancy Agreement including sequencing of the work.

(iii) Lessee Contractor shall be responsible for any damage to the work identified in Exhibit A of the Partial Occupancy Agreement and other work performed by Skanska at the pavilion building caused by Lessee Contractor, its employees, vendors or subcontractors. In the event of damage to such work caused by Lessee Contractor, its employees, vendors or subcontractors, the City, Skanska, and Lessee Contractor shall meet within forty-eight (48) hours after discovery of the damage to the work to discuss a plan to repair or replace such damaged work. If the City, Skanska and Lessee Contractor agree in writing that Lessee Contractor shall repair or replace the damaged work, then Lessee Contractor, at its cost and expense, shall perform the necessary repairs or commence with replacement on a schedule mutually agreed upon by the City, Skanska and Lessee Contractor. If the City, Skanska, and Lessee Contractor agree in writing that it would be more efficient for Skanska to perform necessary repairs or replacements of the damaged work or if Skanska determines it is necessary for Skanska to perform the repairs or replacements to preserve any warranties, then Skanska shall perform such repairs or commence such replacement of the damaged work and Lessee Contractor shall be responsible for all costs and expenses incurred by Skanska and the City. Lessee Contractor shall remit payment to Skanska and the City within ten (10) days after receipt of an invoice from Skanska and/or the City identifying such costs and expenses. In the event Lessee Contractor fails to meet with the City and Skanska within forty-eight (48) hours after discovery of any damage to the work to discuss a plan to repair or replace, Lessee Contractor shall be deemed to have approved Skanska performing the repair or replacement of the damaged work and shall agree to be responsible for all costs and expenses incurred by Skanska and the City.

(iv) Lessee Contractor shall obtain prior written approval from Skanska for all mechanical, plumbing, electrical, fire alarm and fire protection system
connections to the pavilion building systems. Lessee Contractor shall obtain all other necessary approvals from Skanska needed to preserve any warranties.

(v) Lessee Contractor shall indemnify, hold harmless, assume legal liability for, save and defend the City, Manager, Lessee, Skanska, and their officers, employees, subcontractors, elected and appointed officials, representatives and agents from and against any and all claims, liens, suits, actions, damages, liability, assertions of liability, losses, costs and expenses in law or in equity, of every kind and nature whatsoever, (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for bodily injury or death of persons and for damage to property, which Claims may occur or be alleged to have occurred by or on account of or arising out of (i) the negligence, recklessness, or intentional wrongful misconduct of Lessee Contractor, its employees, vendors or subcontractors in the performance of the interiortenant improvements at the pavilion building; (ii) occupancy of the pavilion building by Lessee Contractor, its employees, vendors or subcontractors; (iii) access to the Pier project site; (iv) the failure of the Lessee Contractor, its employees, vendors or subcontractors to comply with applicable Laws; (v) any act, omission, or default of the Lessee Contractor, its employee, vendors or subcontractors in the performance of the interior tenant improvements at the pavilion building; or (vi) Lessee Contractor's breach of the construction contract between Lessee Contractor and Lessee for construction of the interior tenant improvements.

(vi) Lessee Contractor, at its cost and expense, shall obtain and maintain the types and amounts of insurance set forth in Exhibit C of the Partial Occupancy Agreement. The City, Manager, Lessee and Skanska shall be named additional insureds on all policies required to be obtained by Lessee Contractor. All insurance policies provided by Lessee Contractor must include a waiver of subrogation and be primary and non-contributory to any insurance, self-insurance, or deductible, which shall be included on the Certificate of Insurance provided to the City and Skanska. Lessee Contractor shall obtain prior written approval from the City and Skanska confirming that Lessee Contractor has obtained the required insurance prior to being granted occupancy to the pavilion building. Lessee Contractor, at its cost and expense, shall also obtain a Public Construction Bond pursuant to the requirements set forth in Exhibit C of the Partial Occupancy Agreement.

(vii) Until Substantial Completion (as that term is defined in the construction manager contract between the City and Skanska dated July 13, 2015, as
amended ("Skanska Contract"), Lessee Contractor acknowledges that the City and Skanska are not obligated to provide any temporary or permanent utilities to Lessee Contractor during the construction of the interior tenant improvements at the pavilion building by Lessee Contractor. Following Substantial Completion, the City shall provide utilities to Lessee Contractor.

(viii) Lessee Contractor shall comply with the Pier project site access and limitations to use the site requirements set forth in Exhibit D of the Partial Occupancy Agreement.

(ix) Lessee Contractor shall provide any security it deems necessary to secure the Premises or portions thereof where Lessee Contractor is performing work. Lessee Contractor acknowledges that the City and Skanska shall not be responsible for the security of the Premises or any temporary facilities, equipment or materials that Skanska allows Lessee Contractor to bring on-site during construction.

(x) Lessee Contractor shall comply with all applicable Laws including OSHA regulations. Lessee Contractor shall maintain safe construction practices and operations within the Premises where Lessee Contractor is performing work. Lessee Contractor acknowledges that the City and Skanska are not obligated to monitor the safety practices of Lessee Contractor. Lessee Contractor, its employees, vendors and subcontractors shall participate in Skanska’s site orientation and adhere to direction provided by Skanska when in other areas of the Pier that are not part of the Premises. Lessee Contractor shall comply with Skanska’s requirements for personal protection equipment while in any areas of the Pier project site that are within Skanska’s control, including when entering and exiting tenant spaces and during the transportation of materials.

(xi) Lessee Contractor shall perform work related to construction of the interior tenant improvements at the pavilion building in accordance with the schedule mutually agreed upon by the City, Skanska and Lessee Contractor. In the event that the City, Skanska and Lessee Contractor cannot mutually agree upon the schedule, the schedule shall be determined by the Initial Decision Maker (as that term is defined in the Skanska Contract). Except as provided below, in the event Lessee Contractor fails to perform its work in accordance with the schedule, Lessee Contractor shall be responsible for all costs and expenses (i.e., delay damages) incurred by the City and Skanska arising from such failure. Lessee Contractor shall remit payment to Skanska and the City within ten (10) days after receipt of an invoice from Skanska and/or the City identifying such costs and expenses. In the event of a force majeure event
that affects the schedule, the City, Skanska and Lessee Contractor shall meet to discuss an adjustment to the schedule due to a force majeure event. The City, Skanska and Lessee Contractor shall mutually agree to a revised schedule, provided that the revised schedule shall not be adjusted beyond the period of time equivalent to the delay caused by such force majeure event. In the event that the City, Skanska and Lessee Contractor cannot mutually agree upon an adjustment to the schedule, the adjustment to the schedule shall be determined by the Initial Decision Maker. Force majeure event means an act of God, act of federal or state governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.

(xii) Lessee Contractor acknowledges that in the event an emergency situation arises, as determined by Skanska in its sole discretion, Skanska shall have the right to take control of the pavilion building including the Premises to the extent necessary to protect such building, the work previously performed by Skanska and persons at the pavilion building. In the event that an emergency situation is caused by Lessee Contractor, its employees, vendors or subcontractors, Lessee Contractor shall be responsible for all costs and expenses arising out of such emergency situation. Lessee Contractor shall remit payment to Skanska and the City within ten (10) days after receipt of an invoice from Skanska and/or the City identifying such costs and expenses.

(xiii) Lessee Contractor shall ensure that all subcontracting agreements between Lessee Contractor and its subcontractors requires such subcontractors to be bound by and comply with the terms and conditions set forth in this paragraph 11.2. to the same extent as Lessee Contractor.

(xiv) Lessee Contractor agrees to assume the maintenance obligations for the Premises on the Occupancy Date. Lessee Contractor acknowledges that such obligations shall remain in effect until Lessee Contractor reaches substantial completion of the interior tenant improvements or until a temporary certificate of occupancy is obtained, whichever is later.

(xv) Any costs and expenses required to be paid by Lessee Contractor to Skanska shall be calculated in the same manner as costs and expenses are calculated in the Skanska Contract. Any costs and expenses required to be paid by Lessee Contractor to the City shall be equal to costs and expenses actually incurred by the City.

In the event Lessee retains persons or entities other than Lessee Contractor to perform work and services related to the interior tenant improvements set forth in the final TI Plan
(not including work being performed by Skanska), Lessee shall require such persons and entities to comply with the same terms and conditions that Lessee Contractor is required to comply with, unless otherwise agreed to in writing by the City and Skanska.

In the event Lessee Contractor fails to perform its obligations set forth in the construction contract between Lessee Contractor and Lessee, Lessee shall be responsible and liable for all costs and expenses incurred by the City and Skanska arising from such failure and shall pay the City and Skanska within thirty (30) days of receipt of an invoice from the City and/or Skanska identifying such costs and expenses. Any costs and expenses required to be paid by Lessee to Skanska shall be calculated in the same manner as costs and expenses are calculated in the Skanska Contract. Any costs and expenses required to be paid by Lessee to the City shall be equal to costs and expenses actually incurred by the City.

Lessee agrees that Skanska is hereby added to the Indemnified Parties, as defined herein, and shall be included as an “Additional Insured” on all insurance that Lessee is required to obtain pursuant to this Lease.

Lessee, at its cost and expense, shall be responsible for paying its contractor(s) (including Lessee Contractor) to construct certain interior tenant improvements set forth in the final TI Plan.

In addition to paying the City pursuant to the draw schedule mutually agreed upon by the City and Lessee for work being performed by Skanska, Lessee acknowledges and agrees that the City shall not be responsible or liable for any costs and expenses related to the interior tenant improvements set forth in the final TI Plan.

6. PARAGRAPH 14. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

14. CONDITION OF PREMISES: On the Occupancy Date, Lessee shall inspect the Premises and accept the condition of the Premises in an "as is" condition. As of the Occupancy Date, the City has made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises, or as to its fitness for a particular use. Notwithstanding the foregoing and without limiting Lessee’s obligations set forth in paragraph 15, Lessee shall not be responsible or liable for any latent defects in the construction of the Premises. Nothing herein shall be construed to limit Skanska’s obligation to correct punch list items, provide any warranties and perform its other obligations required pursuant to the Skanska Contract or the Partial Occupancy Agreement.

7. PARAGRAPH 18. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

18. USE OF PIER LOGO: Lessee shall obtain City’s prior written consent before utilizing any Pier logo for any purpose, including but not limited to utilizing any Pier logo
on merchandise. Lessee’s request to utilize a Pier logo shall be in writing and contain a description of the proposed use of the logo and proposed layout. The City reserves a right to charge a fee for use of the Pier logo and require Lessee to execute any necessary documents related to such use and/or fees owed to the City.

8. THE FIRST SENTENCE OF PARAGRAPH 24. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

24. ENVIRONMENTAL COMPLIANCE: As of the Effective Date, City is unaware of any violations of any Environmental Laws on the Premises and Lessee shall not be responsible or liable for any Claims related to a violation of any Environmental Laws on the Premises which occurred prior to the Occupancy Date.

9. PARAGRAPH 37.1. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

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

10. PARAGRAPH 37.2. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

37.2. Lessee shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all coverages within forty-eight (48) hours after the Occupancy Date for and at each subsequent policy renewal. At the City’s request, Lessee shall provide the City with a copy of each policy required by this Lease.

11. PARAGRAPH 37.7. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

37.7. Commencing on the Effective Date and continuing until the Occupancy Date, Lessee shall only be required to obtain and maintain, at Lessee’s cost, the types and amounts of insurance set forth in subparagraph 37.1.3 and subparagraph 37.1.4, above, unless otherwise required by the City’s Risk Management Department. The requirements set forth in subparagraphs 37.2, 37.3, 37.4, 37.5 and 37.6 shall apply during this time period.

12. PARAGRAPH 37.8. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:

37.8. Except as set forth in paragraph 11.2., any permitted sublessee under this Lease or other persons contracting with the Lessee shall maintain the following minimum insurance coverages and limits unless otherwise required by the City’s Risk Management Department.
13. **PARAGRAPH 58. OF THE LEASE IS HEREBY AMENDED TO READ AS FOLLOWS:**

58. **AMERICANS WITH DISABILITIES ACT OF 1990:** Lessee assumes all responsibility including, but not limited to, financial, construction and physical modification costs, provision of auxiliary aids, services and legal costs, for ensuring compliance of the Premises with all aspects of the ADA and any amendments thereto and regulations promulgated thereunder, including, but not limited to, Title II, Structural and Title III, Programmatic Accessibility Standards, as well as any future amendments with respect to the operation and control of the Premises following the Occupancy Date and related to the Permitted Use. Lessee shall not be responsible or liable for Claims alleging that the design or construction of the pavilion building core and shell by the City failed to comply with the ADA in effect at the time pavilion building core and shell is completed.

14. The exhibit attached to this First Amendment is hereby added to the Lease as Exhibit “E”.

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

[The Remainder of This Page is Intentionally Left Blank]
[Signature Pages & Exhibit E Follow]
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives as of the date and year first above written.

WITNESSES: (as to Lessee)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

LESSEE: United Park Services, Inc.

By: ____________________________

Print: __________________________

Title: _________________________
WITNESSES: (as to City)

Witness Signature

Typed, Printed or Stamped Name

Witness Signature

Typed, Printed or Stamped Name

CITY: City of St. Petersburg, Florida

Rick Kriseman
As Its: Mayor

ATTEST:

Chan Srinivasa, City Clerk

(City Seal)

Approved as to Form and Content:

City Attorney (Designee)
00452350
EXHIBIT "E"
FINAL TI PLAN
TO: The Honorable Charles Gerdes, Chair, and Members of City Council

SUBJECT: A resolution approving a transfer in the amount of $643,975 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $643,975 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor's Office Department, Office of Cultural Affairs (020-1777) to provide funding for the remaining payments to be made by the City of St. Petersburg, Florida ("City") to Janet Echelman, Inc. ("JEI") pursuant to the Artist Agreement between the City and JEI dated August 2, 2018, as amended; and providing an effective date.

EXPLANATION: On August 2, 2018, City Council approved an Artist Agreement between the City and JEI for design development, fabrication, delivery, aesthetic direction for installation and warranty of a net sculpture ("Sculpture") to be installed within an area centrally located on the Pier approach (not located in Spa Beach Park). On February 7, 2018 City Council approved the First Amendment to the Artist Agreement extending the deadlines for JEI to commence fabrication and delivery of the art and to authorize ordering of the net fabric in the amount of $300,000. On March 14, 2018 City Council approved a Resolution appropriating the balance of the $300,000 required to commence the full fabrication of the net sculpture. This resolution provides the funding for the remaining balance in the JEI Artist Agreement.

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

- On Signing of Agreement: $75,000 (authorized)
- On Submission of Design Development: $75,000 (authorized)
- On Approval of Final Design Development: $75,000 (authorized)
- On partial commencement of fabrication: $300,000 (authorized)
- On full commencement of fabrication: $300,000 (authorized)
- Subtotal authorizations to date: $825,000
- On completion of 50% fabrication: $600,000 (requested)
- On completion of installation of Sculpture: $43,975 (requested)
- Subtotal requested to be funded: $643,975
- Total Not to Exceed Fee: $1,468,975

RECOMMENDATION: Administration recommends City Council approve the attached resolution authorizing a transfer in the amount of $643,975 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, to the Arts in Public Places Fund (1901); approving a supplemental appropriation in the amount of $643,975 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor's Office Department, Office of Cultural Affairs (020-1777) to provide funding for the remaining payments to be made by the City of St. Petersburg, Florida ("City") to Janet Echelman, Inc. ("JEI") pursuant to the Artist Agreement between the City and JEI dated August 2, 2018, as amended; and providing an effective date.
COST/FUNDING INFORMATION: Funding will be available after a transfer in the amount of $643,975 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund (1889), resulting from donations from private persons and entities to fund the artwork, to the Arts in Public Places Fund (1901) and a supplemental appropriation in the amount of $643,975 from the increase in the unappropriated balance of the Arts in Public Places Fund (1901), resulting from the above transfer, to the Mayor's Office Department, Office of Cultural Affairs (020-1777).

ATTACHMENTS: Resolution

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

A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF $643,975 FROM THE UNAPPROPRIATED BALANCE OF THE PIER ECHELMAN SCULPTURE DONATION FUND (1889), RESULTING FROM DONATIONS FROM PRIVATE PERSONS AND ENTITIES TO FUND THE ARTWORK, TO THE ARTS IN PUBLIC PLACES FUND (1901); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $643,975 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE ARTS IN PUBLIC PLACES FUND (1901), RESULTING FROM THE ABOVE TRANSFER, TO THE MAYOR’S OFFICE DEPARTMENT, OFFICE OF CULTURAL AFFAIRS (020-1777) TO PROVIDE FUNDING FOR THE REMAINING PAYMENTS TO BE MADE BY THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) TO JANET ECHELMAN, INC. (“JEI”) PURSUANT TO THE ARTIST AGREEMENT BETWEEN THE CITY AND JEI DATED AUGUST 2, 2018, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on February 7, 2019, City Council approved the First Amendment to the agreement to extend the deadlines for JEI to commence fabrication and delivery of the art; and

WHEREAS, pursuant to City Council actions, Administration has authorized payment in the amount of $825,000 to JEI under the artist agreement for fees and costs for design development, net fabric materials and commencement of fabrication; and

WHEREAS, in addition to the previous donations received, the City has received additional donations in the amount of $643,975 into the Pier Echelman Sculpture Donation Fund from private persons and entities; and
WHEREAS, funding for the remaining payments to be made by the City to JEl pursuant to the artist agreement dated August 2, 2018, as amended, will be available after (i) a transfer in the amount of $643,975 from the unappropriated balance of the Pier Echelman Sculpture Donation Fund, resulting from donations received from private persons and entities, to the Arts in Public Places Fund; and (ii) a supplemental appropriation of $643,975 from the increase in the unappropriated balance of the Arts in Public Places Fund, resulting from the above transfer, to the Mayor’s Office Department, Office of Cultural Affairs; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved the following transfer for FY 2019:

<table>
<thead>
<tr>
<th>Pier Echelman Sculpture Donation Fund (1889)</th>
<th>Arts in Public Places Fund (1901)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arts in Public Places Fund (1901)</td>
<td>$643,975</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Arts in Public Places Fund (1901)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor’s Office Department,</td>
</tr>
<tr>
<td>Office of Cultural Affairs Division (020-1777)</td>
</tr>
</tbody>
</table>

This Resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Administration  Budget  City Attorney (Designee)

03452173 Final
The following page(s) contain the backup material for Agenda Item: Sewer Report
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with Hydra Service(s), Inc.; Carl Eric Johnson, Inc.; Tencarva Machinery Company, LLC, dba Hudson Pump & Equipment; Xylem Water Solution Florida LLC; and Altec Corporation, dba Digital Control Company, sole source providers for pumps, pump parts and repair services for the Water Resources Department, for a total contract amount of $1,860,000.

Explanation: On July 23, 2015, City Council approved five, three-year agreements for pumps, pump parts and repair services through June 30, 2018. On June 14, 2018, City Council approved the first renewal. This is the final renewal.

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

The vendors furnish new ABS, Aurora, Moyno, ITT A-C (Allis Chalmers), ITT Goulds and ITT Water & Wastewater Flygt pumps and specialized pump controllers, bubblers and pump parts at water reclamation facilities and lift stations. Pump types include circulating, portable, stationary centrifugal, diaphragm, hydraulic, propeller, injector, rotary submersible, surface mounted sewage, sludge, sump and well pumps. The vendors also provide software support for their respective pumps. Pumps will be purchased based on various discounts.

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

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$1,860,000</td>
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<tr>
<td>1st renewal</td>
<td>0</td>
</tr>
<tr>
<td>2nd renewal</td>
<td>0</td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$1,860,000</td>
</tr>
</tbody>
</table>

The vendors have agreed to renew under the same terms and conditions. Administration recommends renewal of the agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract.

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 been determined that the supply or service is available from only one source. The renewals will be effective from the date of approval through June 30, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001) and the Water Resources Capital Projects Fund (4003).

Attachments: Sole Sources (5 pages)

Resolution

Approvals:
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources
Requisition No.: N/A

Check One: X Sole Source

Proprietary Specifications

Proposed Vendor: Altec Corporation dba Digital Controls Company

Estimated Total Cost: $20,000 (per each year)

Description of Items (or Services) to be purchased:

| Dedicated pump controllers, RTU’S, |
| level sensing equipment and parts, service repair for pump controllers, RTU’S and level sensing |
| Systems. |

Purpose of Function of items:

| This equipment is part of an extensive system that controls |
| Pumps, collects data and notifies us of lift station alarms. |

Justification for Sole Source of Proprietary specification:

1. Other similar equipment is not interchangeable with this equipment.

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.

Louis Moore, Director
Purchasing and Materials Management

Date: 5/11/2018
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources
Requisition No.: N/A

Check One: X Sole Source
Proprietary Specifications

Proposed Vendor: Carl Eric Johnson (Moyno)
Estimated Total Cost: $150,000 (per each year)

Description of Items (or Services) to be purchased:
Moyno Pumps, Pump Parts and Repair Services.

Purpose of Function of items:
N/A

Justification for Sole Source of Proprietary specification:
1. Carl Eric Johnson is the OEM supplier for Moyno Pumps.
2. Carl Eric Johnson can supply the proper parts from records they have for our pumps.
3. Purchase from Carl Eric Johnson will not require additional charges for modifications and testing.
4. Carl Eric Johnson parts and pumps will match the other existing pumps and will be a direct replacement.
5. Carl Eric Johnson is the sole legal provider of OEM parts and service for Moyno pumps in the Central Florida Area.

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
WRP Manager

Date 5/11/2018

Department Director

Date

Administrator/Chief

Date

Louis Moore, Director
Purchasing and Materials Management

Date
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

<table>
<thead>
<tr>
<th>Department:</th>
<th>Water Resources</th>
<th>Requisition No.</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One:</td>
<td>Sole Source</td>
<td>Proprietary Specifications</td>
<td></td>
</tr>
<tr>
<td>Proposed Vendor:</td>
<td>Hydra Services Inc. (ABS Pumps Sulzer)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total Cost:</td>
<td>$ 150,000 (per each year)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Description of Items (or Services) to be purchased:

ABS Pumps, Pump, Parts & Repair Services

Purpose of Function of items: Pumps are primarily used in lift stations throughout the City and all three of our Water Reclamation Facilities. These pumps pump wastewater and recycle water.

Justification for Sole Source of Proprietary specification:

1. Hydra Services Inc. is the OEM supplier for ABS Pumps.
2. Hydra Services Inc. can supply the proper parts from records they have for our existing pumps.
3. Purchase from Hydra Services Inc. will not require additional charges for modifications and testing.
4. Hydra Services Inc. parts and pumps will match the other existing pumps and will be a direct replacement.
5. Hydra Services Inc. is the sole legal provider of OEM parts and service for ABS Pumps in the State of Florida.

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

Louis Moore, Director
Purchasing and Materials Management

Date
5/11/2018

Date
05/17/18

Date
5/22/18
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources
Check One: X Sole Source
Proposed Vendor: Tencarva dba Hudson Pump
Estimated Total Cost: $100,000 (per each year)

Description of Items (or Services) to be purchased:
ITT Allis-Chalmers & ITT Goulds Pumps, Pump Parts & Repair Services

Purpose of Function of items: N/A

Justification for Sole Source of Proprietary specification:

1 Tencarva is the OEM supplier for ITT Allis-Chalmers (A-C) pumps, Goulds Pumps And Gorman Rupp Pumps.
2 Tencarva can supply the proper parts from records they have for our pumps.
3 Purchase from Tencarva will not require additional charges for modifications and testing.
4 Tencarva parts, pumps will match the other existing equipment and will be a direct replacement.
5 Tencarva is the sole legal provider of OEM parts and service for Allis-Chalmers A-C, Goulds, Gorman Rupp pumps in the State of Florida.

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 B. Waddell
WRF Manager

Department Director

Administrator/Chief

Louis Moore, Director
Purchasing and Materials Management

5/11/2018
Date

05-11-2018
Date

5/22/2018
Date
CITY OF ST. PETERSBURG
REQUEST FOR SOLE SOURCE

Department: Water Resources
Requisition No. N/A

Check One:

X Sole Source

Proprietary Specifications

Proposed Vendor: Xylem (ITT-FLYGT)

Estimated Total Cost: $200,000 (per each year)

Description of Items (or Services) to be purchased:

ITT-FLYGT Pumps, Pump Parts & Repair Services

Purpose of Function of items:

N/A

Justification for Sole Source of Proprietary specification:

1. Xylem is the OEM supplier for ITT-FLYGT pumps
2. Xylem can supply the proper parts from records they have for our existing pumps.
3. Purchase from Xylem will not require additional charges for modifications and testing.
4. Xylem parts, pumps will match the other existing equipment and will be a direct replacement.
5. Xylem is the sole legal provider of OEM parts and service for Flygt pumps in the State of Florida.

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.

Louis Moore, Director
Purchasing and Materials Management
RESOLUTION APPROVING THE FINAL RENEWAL OPTION TO THE AGREEMENTS WITH HYDRA CSERVICE(S), INC., CARL ERIC JOHNSON, INC., TENCARVA MACHINERY COMPANY, LLC, DBA HUDSON PUMP & EQUIPMENT, XYLEM WATER SOLUTION FLORIDA LLC, AND ALTTEC CORPORATION DBA DIGITAL CONTROL COMPANY FOR PUMPS, PUMP PARTS AND REPAIR SERVICES FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM UNTIL JUNE 30, 2020; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,860,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2015, City Council approved the award of three-year agreements with two, one-year renewal options to Hydra CServe(s), Inc., Carl Eric Johnson, Inc., Tencarva Machinery Company, LLC, dba Hudson Pump & Equipment, Xylem Water Solution Florida LLC, and Alttec Corporation dba Digital Control Company (“Vendors”) for pumps, pump parts and repair services for the Water Resources Department at a total contract amount of $1,860,000 through June 30, 2018; and

WHEREAS, on June 14, 2018, City Council approved the first one-year renewal to extend the term option with no increase to the allocation for the first renewal term; and

WHEREAS, the City desires to exercise its final renewal option to extend the term with no increase to the allocation through June 30, 2020; and

WHEREAS, the Vendors have agreed to renew under the terms and conditions; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the final renewal option to the agreements Hydra CServe(s), Inc. Carl Eric Johnson, Inc., Tencarva Machinery Company, LLC, dba Hudson Pump & Equipment, Xylem Water Solution Florida LLC, and Alttec Corporation dba Digital Control Company for pumps, pump parts and repair services for the Water Resources Department to extend the term until June 20, 2020 is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced agreements shall not exceed $1,860,000.
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate these transactions.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]

City Attorney (Designee)

00452314
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of blanket purchase agreements with John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc. dba TAW Tampa Service Center for pumps, pump parts and repair services for the Water Resources Department, for a total contract amount of $1,500,000.

Explanation: On July 23, 2015, City Council approved two, three-year agreements for pumps, pump parts and repair services through June 30, 2018. On June 14, 2018, City Council approved the first renewal. This is the final renewal.

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

The vendors furnish, replace and install circulating, portable, stationary, centrifugal, diaphragm, hydraulic, propeller, injector, rotary submersible, surface mounts sewage, sludge, sump and well pumps. They also provide on-site service and software support for approximately 424 pumps at the water reclamation facilities and lift stations. Pumps will be purchased based on various discounts.

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

<table>
<thead>
<tr>
<th></th>
<th>Original agreement amount</th>
<th>1st renewal</th>
<th>2nd renewal</th>
<th>Total agreement amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,500,000</td>
<td>--</td>
<td>--</td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc. dba TAW Tampa Service Center have agreed to renew under the terms and conditions of Bid No. 5719, dated May 12, 2015. Administration recommends renewal of the agreements based on the vendors' past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewals will be effective from the date of approval through June 30, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Fund (4001) and the Water Resources Capital Projects Fund (4003).

Attachments: Bid Tabulation
             Resolution

Approvals:  

[Signature]  
Administrative

[Signature]  
Budget
### City of St. Petersburg

**Bid Tabulation**

Procurement Supply Management

---

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Qty.</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Labor Rate for Work Performed at Contractor's Facility:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mechanic, 7:00 a.m. - 5:00 p.m.</td>
<td>640</td>
<td>HR</td>
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<td>28,800.00</td>
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<tr>
<td>2</td>
<td>Mechanic, 5:01 p.m. - 7:59 a.m.</td>
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<td>HR</td>
<td>50.00</td>
<td>10,000.00</td>
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<tr>
<td>3</td>
<td>Mechanic, City Holiday, Saturday</td>
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<td>HR</td>
<td>50.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Machinist, 7:00 a.m. - 5:00 p.m.</td>
<td>350</td>
<td>HR</td>
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<td>9</td>
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<td>HR</td>
<td>15.00</td>
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|          | **Labor Rate for Work Performed at City's Facility:** |          |     |            |                |
| 13       | Mechanic, 7:00 a.m. - 5:00 p.m.  | 320       | HR  | 65.00      | 20,800.00      |
| 14       | Mechanic, 5:01 p.m. - 7:59 a.m. | 100       | HR  | 75.00      | 7,500.00       |
| 15       | Mechanic, City Holiday, Saturday | 50        | HR  | 75.00      | 3,750.00       |
| 16       | Machinist, 7:00 a.m. - 5:00 p.m. | 150       | HR  | 35.00      | 5,250.00       |
| 17       | Machinist, 5:01 p.m. - 7:59 a.m. | 100       | HR  | 35.00      | 3,500.00       |
| 18       | Machinist, City Holiday, Saturday | 250      | HR  | 35.00      | 8,750.00       |
| 19       | Welder, 7:00 a.m. - 5:00 p.m.   | 125       | HR  | 30.00      | 3,750.00       |
| 20       | Welder, 5:01 p.m. - 7:59 a.m.   | 50        | HR  | 30.00      | 1,500.00       |
| 21       | Welder, City Holiday, Saturday  | 100       | HR  | 30.00      | 3,000.00       |
| 22       | Laborer, 7:00 a.m. - 5:00 p.m.  | 100       | HR  | 15.00      | 1,500.00       |
| 23       | Laborer, 5:01 p.m. - 7:59 a.m.  | 100       | HR  | 15.00      | 1,500.00       |
| 24       | Laborer, City Holiday, Saturday | 50        | HR  | 15.00      | 750.00         |

**Total:** $157,850.00

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<th>Extended Price</th>
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<td>HR</td>
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</tbody>
</table>

**Total:** $301,825.00

---

**John Mader Enterprises, Inc. dba Mader Electric Motors**

Ft. Meyers, FL

Terms: Net 30 Days
Delivery: 5 Days

**Tampa Armature Works, Inc. dba TAW Tampa Service Center**

Tampa, FL

Terms: Net 30 Days
Delivery: Not Specified
A RESOLUTION APPROVING THE FINAL RENEWAL OPTION TO THE AGREEMENTS WITH JOHN MADER ENTERPRISES, INC. DBA MADER ELECTRIC AND TAMPA ARMATURE WORKS, INC. DBA TAW TAMPA SERVICE CENTER FOR PUMPS, PUMP PARTS AND REPAIR SERVICES FOR THE WATER RESOURCES DEPARTMENT TO EXTEND THE TERM UNTIL JUNE 23, 2020; PROVIDING THAT THE TOTAL AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED $1,500,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 23, 2015, City Council approved the award of three-year agreements with two, one-year renewal options to John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Works, Inc. dba TAW Tampa Service Center (“Vendors”) for pumps, pumps parts and repair services for the Water Resources Department at a total contract amount of $1,500,000 through June 30, 2018; and

WHEREAS, on June 14, 2018, City Council approved the first one-year renewal option to extend the term with no increase to the allocation for the first renewal term; and

WHEREAS, the City desires to exercise its final renewal option to extend the term with no increase to the allocation through June 30, 2020; and

WHEREAS, the Vendors have agreed to renew under the terms and conditions of Bid No. 5719 dated May 12, 2015; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the final renewal option to the agreements John Mader Enterprises, Inc. dba Mader Electric and Tampa Armature Work, Inc. dba TAW Tampa Service Center for pumps, pump parts and repair services for the Water Resources Department to extend the term until June 30, 2020 is hereby approved.

BE IT FURTHER RESOLVED that the total amount for the above referenced Agreements shall not exceed $1,500,000.

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)

00452313
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Accepting a proposal from Premier Magnesia, LLC, a sole source supplier, for wastewater odor control services for the Water Resources Department, at a total cost of $883,000.

Explanation: The city received a proposal for the delivery and injection of Thioguard® (Magnesium Hydroxide), for the Water Resources Department.

The vendor will provide chemicals and equipment for injection of Thioguard® (Magnesium Hydroxide) into the City’s water reclamation process to control odors caused by hydrogen sulfide. Hydrogen sulfide is one of the major causes of undesirable odors and corrosion in the wastewater facilities. The Water Resources Department has conducted comprehensive tests of several processes for treating hydrogen sulfide and found Thioguard® to be the most effective odor control product. Thioguard® is patented by and available solely through Premier Chemicals. Therefore, a sole source procurement is recommended.

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

Premier Magnesia, LLC (Wayne, PA) ......................... $883,000
(Three-years @ $294,333 per year)

Premier Magnesium, LLC has provided this product to the City in the past and has performed satisfactorily. This purchase is being made in accordance with Section 2-249 of the Procurement Code, which authorizes the Mayor, or his designee, 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. A blanket purchase agreement will be issued to the vendor and will be binding only for actual material received. The agreement will be effective from the date of approval through June 30, 2022.

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

Attachments: Sole Source
Resolution

Approvals:

[Signature]  [Signature]
### Sole Source Request

**Procurement & Supply Management**

<table>
<thead>
<tr>
<th>Department</th>
<th>Water Resources</th>
<th>Requisition No.</th>
<th>BPA</th>
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</thead>
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<td>Requested By</td>
<td>Brianne Smith</td>
<td>Date:</td>
<td>4/30/2019</td>
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<tr>
<td>Check One</td>
<td>x Sole Source</td>
<td>Proprietary Specifications</td>
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<tr>
<td>Proposed Vendor</td>
<td>Premier Chemicals</td>
<td>Estimated Total Cost:</td>
<td>$500,000</td>
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</table>

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

**Thioguard – Magnesium Hydroxide**

**Purpose of Function of Items:**

Thioguard is a chemical patented for controlling hydrogen sulfide in wastewater. Hydrogen sulfide is one of the major causes of undesirable odors and corrosion in wastewater facilities such as plants, sewer pipes and pump stations.

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

This product has been effective in reducing odors at the locations where it has been applied. This product is patented and cannot be purchased through any other supplier.

The sulfides released by wastewater produce sulfuric acid and it attacks the surfaces it comes in contact with. We have found this product to be effective in reducing acid production.

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. Wade**

WRF Manager

**Date** 4/30/2019

**Department Director**

**Date** 05/03/2019

**Administrator/Chief**

**Date** 05/09/19

Louis Moore, Director

Procurement & Supply Management

**Date** 5/13/19

---

**RECEIVED**

MAY 13 2019

Purchasing Dept.
RESOLUTION NO. 2019-__

A RESOLUTION DECLARING PREMIER MAGNESIA, LLC TO BE A SOLE SOURCE SUPPLIER FOR THIOGUARD® (MAGNESIUM HYDROXIDE), AN ODOR CONTROL PRODUCT; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR BLANKET PURCHASE AGREEMENT WITH PREMIER MAGNESIA, LLC FOR THIOGUARD® (MAGNESIUM HYDROXIDE), AN ODOR CONTROL PRODUCT FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $883,000; 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 wastewater odor control services caused by hydrogen sulfide (foul odor) for the Water Resources Department; and

WHEREAS, the Water Resources Department has conducted comprehensive tests of several processes for treating hydrogen sulfide (foul odor) and found Thioguard® (Magnesium Hydroxide) an odor control product to be the most effective odor control product; and

WHEREAS, a sole source purchase is recommended because Thioguard® (Magnesium Hydroxide), an odor control product, is patented and available solely through Premier Magnesia, LLC; 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 Premier Magnesia, LLC, 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 Premier Magnesia, LLC is declared a sole source supplier to provide Thioguard® (Magnesium Hydroxide), an odor control product.

BE IT FURTHER RESOLVED that the proposal is accepted and the award of a three-year blanket purchase agreement with Premier Magnesia, LLC for Thioguard®
(Magnesium Hydroxide), an odor control product, at a total cost not to exceed $883,000 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:

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

Subject: Approving a three-year blanket purchase agreement with Parkson Corporation, a sole source supplier for in-channel bar filters for use by the Water Resources Department, for a total contract amount of $300,000.

Explanation: The City received one proposal for in-channel bar filters and the vendor will furnish and deliver equipment that is used at the wastewater treatment plants. The self-cleaning bar filters a wide range of floating and suspended solids in the wastewater stream. Solids larger than the nominal screen opening are captured on the filter elements and discharged from the unit. Parkson Corporation is the original manufacturer and supplier of the bar filters and is the only source for OEM replacement parts. Therefore, a sole source procurement is recommended.

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

Parkson Corp (Fort Lauderdale, FL) ................................................. $300,000
(Three--Years @ $100,000 per year)

This purchase is made in accordance with Section 2-249 Sole Source Procurement of the Procurement Code, which authorizes City Council to approve the purchase of a supply or service of over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. A blanket purchase agreement will be issued to the vendor and will be binding only for actual services rendered and material received. This agreement will be effective through July 31, 2022.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, WRF NE Division (420-2173), WRF NW Division (420-2177), and WRF SW Division (420-2181).

Attachments: Sole Source
Resolution

Approvals:

[Signatures]
Sole Source Request
Procurement & Supply Management

Department: Water Resources
Requested By: Chad Witbracht
Requisition No. Date: 4/26/19

Check One: x Sole Source ___ Proprietary Specifications

Proposed Vendor: Parkson Corporation
Estimated Total Cost: $300,000

Description of Items (or Services) to be purchased:
Blanket Purchase Agreement (BPA) for parts and service for In-channel Bar Screens and other Headworks equipment.

Purpose of Function of items:
Self-cleaning wastewater screens filter a wide-range of floating and suspended solids in the waste water stream. Solids larger than the nominal screen opening contained in the wastewater stream are captured on the filter elements and discharged from the unit.

Justification for Sole Source of Proprietary specification:
Parkson Corporation is the original manufacturer/supplier of the Bar Screen Filters and is the only source for OEM replacement parts at the WRF's. In addition, The Mack Company is the sole or exclusive representative for Parkson within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.

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

Date 4/26/2019

Administrator/Chief

Date

Rev (1/11)
RESOLUTION NO. 2019-___

A RESOLUTION DECLAREING PARKSON CORPORATION TO BE A SOLE SOURCE SUPPLIER FOR IN-CHANNEL BAR FILTERS FOR THE WATER RESOURCES DEPARTMENT; ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT TO PARKSON CORPORATION FOR IN-CHANNEL BAR FILTERS FOR THE WATER RESOURCES DEPARTMENT AT A TOTAL COST NOT TO EXCEED $300,000; 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 in-channel bar filters; and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that Parkson Corporation is declared a sole source supplier for in-channel bar filters for the Water Resources Department.

BE IT FURTHER RESOLVED that the proposal is accepted and the award of a three-year agreement to Parkson Corporation for in-channel bar filters for the Water Resources Department at a total cost not to exceed $300,000 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: ________________________________
City Attorney (Designee)
00452270
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of June 13, 2019

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

SUBJECT: A Resolution approving an increase in the Scope of Services to be provided by Jacobs Engineering Group, Inc. ("Jacobs") pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide Lift Station 87 Analysis in an amount not to exceed $180,750; utilizing a portion of the previously approved $500,000 contingency; authorizing the Mayor or his designee to execute the Fourth Amendment; authorizing the City Attorney’s office to make non-substantive changes to the Fourth Amendment; and providing an effective date (ECID Project No. 17078-111, Oracle No. 15953)

EXPLANATION: On January 4, 2018, City Council approved a Professional Services Agreement between the City and Jacobs, for Jacobs to provide Program Management Services, Utility Master Planning Services, and Integrated Water Resources Planning Services for an amount not to exceed $4,000,000 which included contingency in the amount of $500,000 for additional services, which could be authorized by Administration after City Council approval. The scope of services includes centralized leadership of planning, organizing, training, controlling, and monitoring the combined efforts of multiple personnel and organizations for the management of multiple and interdependent activities to meet the overarching objective of the City’s Integrated Water Resources program.

Jacobs is concurrently performing the following three categories of services:
- Utility Master Planning Services
- Integrated Water Resources Planning Services
- Program Management Services

The work is consistent with the City’s Capital Improvement Project Plan and meets the requirements of the Consent Order.

On August 23rd, 2018, City Council approved the First Amendment in the amount not to exceed $157,900 (from the contingency) for Jacobs to provide services under the following subtasks:

- Subtask 8.9.1 – Climate Guidance and Workshop
  o Jacobs will provide a City-wide guidance document for the application of future climate conditions including rainfall and sea-level rise.

- Subtask 8.9.2 – BioWin Process Models Update
  o Jacobs will develop BioWin process models for the Northwest (NWWRF) and Northeast (NEWRF) facilities

- Subtask 8.9.3 – Water Quality Model Development
  o Jacobs will develop bench scale testing for chloramine kinetics
  o Jacobs will provide water quality model setup and development
  o Jacobs will develop standard operating procedures for unidirectional flushing

- Subtask 8.9.4 – WAM Implementation Assistance
  o Jacobs will assist with the development of asset hierarchy and integration of assets at Cosme Water Treatment Plant and Pumping Stations into Oracle WAM.
On October 18th, 2018, City Council approved the Second Amendment in the amount not to exceed $42,100 (from the contingency) for Jacobs to provide services under the following subtasks:

- **Subtask 8.9.5 – Public Works SOP Standardization and Updates**
  - Jacobs will provide technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operation Departments to facilitate Standard Operating Procedures (SOPs) compliance with APWA accreditation requirements.

On April 4th, 2019, City Council approved the Third Amendment in the amount not to exceed $271,100 (not from the contingency) for Jacobs to provide services under the following subtasks:

- **Subtask 8.9.6 – RDII Study Assistance**
  - Jacobs will provide program planning and set up, groundwater infiltration analysis, training of City Staff on field techniques, and will develop a RDII Evaluation and Reduction plan.

The Fourth Amendment will provide new additional services related to the Amended Consent Order, Article 6.e. (OGC No. 16-1280) that requires the City to construct a new lift station and force main to balance wet weather flow between the Southwest and Northwest Water Reclamation Facilities. This analysis will evaluate the current Lift Station 87 alternative and other alternatives, through use of the modified calibrated collection system model, to determine their value and effectiveness on the operation and capacity of the collection system to achieve compliance with this requirement. Jacobs will prepare a modified Wastewater Collection System Facility Plan for the Integrated Water Resources Master Plan, and develop a Design Criteria Package for the solicitation of design and construction services for the recommended alternative. Jacobs will complete the services under the following subtask in an amount not to exceed $180,750 (for a total contract price not to exceed $4,271,100):

- **Subtask 8.9.7 – Lift Station 87 Analysis**
  - Jacobs will evaluate the current Lift Station 87 alternative, perform alternatives analysis, develop recommendations and documentation, evaluate impact on the Wastewater Collection System Facility Plan, and develop the Design Criteria Package.

Services Subtask 8.9.7 will be completed no later than December 20, 2019, as required to comply with the Amended Consent Order.

The six Subtasks include the following not to exceed costs:

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<th>Subtask 8.9.1 - Climate Guidance and Workshop</th>
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<th>4.2.16, 4.2.11, 4.2.6 (appv'd) (contingency)</th>
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<td>Subtask 8.9.2 - BioWin Process Models Update</td>
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<td>Subtask 8.9.6 - RDII Study Assistance</td>
<td>$271,100</td>
<td>CO item 6.i. (appv'd) (not from contingency)</td>
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<td><strong>Subtask 8.9.7 - Lift Station 87 Analysis</strong></td>
<td><strong>$180,750</strong></td>
<td>CO item 6.e. (new) (from contingency)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$651,850</strong></td>
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RECOMMENDATION: Administration recommends approving a Resolution approving an increase in the Scope of Services to be provided by Jacobs Engineering Group, Inc. ("Jacobs") pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide Lift Station 87 Analysis in an amount not to exceed $180,750; utilizing a portion of the previously approved $500,000 contingency; authorizing the Mayor or his designee to execute the Fourth Amendment; authorizing the City Attorney's office to make non-substantive changes to the Fourth Amendment; and providing an effective date (ECID Project No. 17078-111, Oracle No. 15953).

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) WRF Master Plan FY17/18 Project (15953).

ATTACHMENTS: Resolution
Appendices A, B, and C

APPROVALS: Administrative

Budget
RESOLUTION NO.___

A RESOLUTION APPROVING AN INCREASE IN THE SCOPE OF SERVICES TO BE PROVIDED BY JACOBS ENGINEERING GROUP, INC. ("JACOBS") PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND JACOBS DATED JANUARY 4, 2018, AS AMENDED, FOR JACOBS TO PROVIDE LIFT STATION 87 ANALYSIS IN AN AMOUNT NOT TO EXCEED $180,750 UTILIZING A PORTION OF THE PREVIOUSLY APPROVED $500,000 CONTINGENCY; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FOURTH AMENDMENT; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE FOURTH AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 4, 2018, the City of St. Petersburg, Florida ("City") and Jacobs Engineering Group Inc. ("Jacobs") entered into a Professional Services Agreement ("Agreement") for Jacobs to provide Wastewater Program Management services and to develop an Integrated Water Resources Master Plan for an amount not to exceed $4,000,000; and

WHEREAS, the contract amount included contingency in the amount of $500,000 for additional services, which could be authorized by Administration after City Council approval; and

WHEREAS, on August 23, 2018, the City and Jacobs entered into the First Amendment to increase the scope of services to be provided by Jacobs to include a Climate Guidance and Workshop, BioWin Process Models Update, Water Quality Model Development, and WAM Implementation Assistance in an amount not to exceed $157,900 utilizing a portion of the previously approved contingency; and

WHEREAS, on October 18, 2018, the City and Jacobs entered into the Second Amendment to further increase the scope of services to be provided by Jacobs to include technical assistance with Fleet Services and Stormwater, Pavement, and Traffic Operations Departments to facilitate Standard Operating Procedures compliance with American Public Works Association accreditation requirements in an amount not to exceed $42,100 utilizing a portion of the previously approved contingency; and

WHEREAS, on April 4, 2019, the City and Jacobs entered into the Third Amendment for Jacobs to provide RDII Study Assistance and increased the contract amount in the amount of $271,100 (for a total contract price not to exceed $4,271,100); and

WHEREAS, Administration desires to further increase the scope of services to be provided by Jacobs to include Lift Station 87 analysis in an amount not to exceed $180,750 utilizing a portion of the previously approved $500,000 contingency; and

WHEREAS, the contingency balance will be $119,250 after this additional scope of services is authorized.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the increase in the scope of services to be provided by Jacobs Engineering Group, Inc. ("Jacobs") pursuant to the Professional Services Agreement between the City of St. Petersburg, Florida, and Jacobs dated January 4, 2018, as amended, for Jacobs to provide Lift Station 87 analysis in an amount
not to exceed $180,750 utilizing a portion of the previously approved $500,000 contingency is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Fourth Amendment.

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

This Resolution shall become effective immediately upon its adoption.

Approvals:

City Attorney (Designee)
00452797 FINALl3 Council

Administration
ATTACHMENT 4 TO APPENDIX A
SCOPE OF WORK
WASTEWATER PROGRAM MANAGEMENT AND INTEGRATED WATER RESOURCES PLANNING
CITY PROJECT NO. 17078-111

In addition to the services, activities, Deliverables and responsibilities set forth in Appendix A, as well as the Attachment 1, Attachment 2 and Attachment 3 to Appendix A, Consultant shall provide the additional subtask as follows:

Subtask 8.9.7 - Lift Station 87 Analysis

This subtask will build upon and compliment the work Consultant is providing with developing an Integrated Water Resources Master Plan. This scope is required to meet the NEW requirements included in the Amended Consent Order (OGC NO.16-1280), Article 6.e which states:

_in order to balance wet weather flow between the Southwest and Northwest Facilities during wet weather events, Respondent (City) shall construct and operate an additional lift station and force main estimated to cost $7.5 million. This new lift station is proposed to be located in the Southwest St. Petersburg area. Respondent shall obtain substantial completion of the project by October 31, 2021_

The assistance will consist of the following subtasks:

Lift Station 87 Analysis

1. Evaluate Current LS-87 Alternative
2. Perform Alternatives Analysis
3. Develop Recommendations and Documentation
4. Evaluate Impact on Wastewater Collection System Facility Plan
5. Develop Design Criteria Package
6. Meetings

This Attachment 4 to Appendix A summarizes the activities, assumptions, requirements, and estimated effort for the above listed activities.

Sub-Task 1. Evaluate Current LS-87 Alternative

From the available documentation, Consultant will review the basis of design and design components for the latest version of the LS-87 project. With input from City personnel, Consultant will develop a methodology by which to analyze the value and effectiveness of the LS-87 project to the operation and capacity of the collection system. This will include evaluating the system operation in response to lower intensity/higher frequency storms or spatially varied storm events. This work includes:

- Developing a hyetograph from selected NOAA rain gauge(s) that is representative of typical rainfall events experienced by the City in June through August.
• Evaluating historic rainfall over Northwest and Southwest WRF basins to characterize the correlation between rainfall that occurs in the Northwest basin versus rainfall that occurs in the Southwest basin.

• Characterizing typical storm dynamics including speed, direction, and areal coverage.

• Using the typical hyetograph along with the typical storm dynamics, develop rainfall event data that will be used as input to the collection system model to evaluate the effect of dynamic rainfalls of varying rainfall depths moving across the system in different locations. (Up to 6 rainfall events will be developed.)

The calibrated collection system model is currently divided into separate model networks by WRF basin. Since this scope evaluates the transfer of flow between the Northwest and Southwest WRF basins, Consultant will merge the SWWRF basin model and NWWRF basin model into one model network. Using the merged model network, Consultant will add in the proposed LS-87 project as currently designed.

Consultant will evaluate the business case for the LS-87 flow transfer project as currently designed and identify benefits and limitations of the project. An opinion of capital cost for the LS-87 project will be developed. Findings will be documented under Sub-Task 3.

CITY ROLE: The City will provide Consultant with data and access to data needed to perform the work as requested by Consultant. The City will provide any additional information necessary to perform this work including but not limited to information related to the existing LS-87 planning and design.

Deliverables:
  • None. Findings from this task will be provided in a deliverable under Sub-Task 3.

Sub-Task 2. Perform Alternatives Analysis

Consultant will evaluate the NWWRF and SWWRF basins and identify flow transfer alternatives to the LS-87 project that have potential to provide greater benefit to the collection system. These alternatives may include alternate locations for the lift stations, force main alignments, and/or pumping capacities for the new lift station. Bi-directional pumping will be considered for all alternatives. From this list, up to 3 alternatives will be selected for more detailed analysis. The alternatives will be presented to the City for approval prior to further analysis.

The approved alternatives will be added to the model developed under Sub-Task 1. Once infrastructure is sized for each alternative using the model, an opinion of capital cost will be developed for each alternative. Each alternative will be evaluated using the methodology developed under Sub-Task 1 and the benefits and limitations of each alternative will be identified. The alternatives will also be evaluated with respect to schedule and cost implications such that they can meet the requirements of the Consent Order. Findings will be documented under Sub-Task 3.

CITY ROLE: The City will provide Consultant with data and access to data needed to perform the work as requested by Consultant.

Deliverables:
  • None. Findings from this task will be provided in a deliverable under Sub-Task 3.
Sub-Task 3. Develop Recommendations and Documentation

Consultant will analyze the data compiled in Sub-Task 1 and Sub-Task 2 to develop a recommended alternative that provides the greatest benefit to the City. Analysis will include constructability and scheduling concerns to meet the October 31, 2021 deadline in the Amended Consent Order. For the recommended alternative, a detailed project schedule and planning level cost analysis will be developed to meet the Consent Order deadline. A technical memorandum summarizing the analysis and recommended alternative will be provided.

CITY ROLE: City staff will review the draft Technical Memorandum and provide comments to be addressed in the final Technical Memorandum.

Deliverables:
- Draft Alternatives Analysis Summary Technical Memorandum
- Final Alternatives Analysis Summary Technical Memorandum

Sub-Task 4. Evaluate Impact on Wastewater Collection System Facility Plan

After approval of the selected alternative under Sub-Task 3, Consultant will evaluate the impact of implementing the selected flow transfer as a component of the Wastewater Collection System Facility Plan. This effort includes developing a modified facility plan that assumes that the recommended flow transfer is operated during the 7-inch level of service rainfall event. Proposed infrastructure under the facility plan will be modified to accommodate this flow transfer using the model developed under Sub-Task 2. An opinion of cost will be developed for the modified facility plan and technical memorandum will be developed to summarize the integration.

CITY ROLE: City staff will review the draft Technical Memorandum and provide comments to be addressed in the final Technical Memorandum.

Deliverables:
- Draft Facility Plan Integration Technical Memorandum
- Final Facility Plan Integration Technical Memorandum

Sub-Task 5. Develop Design Criteria Package

After approval of the selected alternative under Sub-Task 3, Consultant will develop a Design Criteria Technical Memorandum (TM) to assist with the condensed design and construction schedule for this project. The City plans to award a design-build contract for this project and the Design Criteria TM will aid in that effort. Consultant will work with City staff to ensure the content and format meet the City’s standards.

Sub-Task 5.1. Review Recommended Preliminary Design Criteria Approach for the City’s Existing Lift Station Design

Consultant will prepare for and have key representatives attend one (1) workshop and one (1) site visit on the same day with the City to agree on the approach and identify the objectives of the Design Criteria TM that will be incorporated into the Request For Qualifications (RFQ) for the planned design-build contract. The workshop goal is to gain concurrence regarding the proposed Design Criteria approach.
Sub-Task 5.2. Develop Design Criteria Technical Memorandum

Consultant will prepare a draft Design Criteria TM that includes operational and design criteria that need to be met by the selected firm’s proposed design.

The Design Criteria TM will be limited to performance requirements as per the results of Sub-Task 3, design standards, equipment quality standards, material quality standards, and project overall schedule. The Design Criteria TM will provide a general review and evaluation of the City’s existing lift station design drawings and provide recommendations necessary to bring the existing design in compliance with the performance needs resulting from the modeling efforts of the Sub-Task 3. The Design Criteria TM will also provide a general review and evaluation of the City’s existing force main alignment drawings and provide recommendations based on the modeling efforts of the Sub-Task 3. The Design Criteria TM will not include any design drawings outside the design drawings provided by the City.

The Scope does not include any assessment or evaluation of the existing condition of force mains or manholes that may be utilized in the development of the Design Criteria TM. The selected firm will be responsible to perform the required site assessment and evaluation of the existing conditions during the design phase.

The City will provide review comments and Consultant will incorporate these comments into the final Design Criteria TM. A brief memo will be prepared that lists all comments provided by the City on this draft document, and a description of how the comments were addressed.

Sub-Task 5.3. Develop Final Design Criteria Package

Consultant will prepare the final Design Criteria Package including the Design Criteria TM into text in a format consistent with the RFQ. The final Design Criteria Package will be part of the RFQ documents.

CITY ROLE: City staff will attend the workshop and site visit, review the draft Design Criteria TM and provide comments to be addressed in the final Design Criteria TM.

Deliverables:
- Draft and Final Summary from Workshop and Site Visit
- Draft Design Criteria Technical Memorandum
- Final Design Criteria Technical Memorandum
- Final Design Criteria Package

Assumptions:
- The City will provide existing lift station design documents to be included in the Design Criteria Technical Memorandum.
- Consultant will not assist City with RFQ process in any greater capacity than what is stated under Sub-Task 5 including:
  - Review of Anticipated Permits
  - RFQ Document Preparation
  - Reviewing Statement of Qualifications
○ **Development of Contract**

○ *Should the City require further design analysis and/or revision of the existing design drawings to meet the recommendations provided in the Design Criteria Technical Memorandum, it will be treated as additional scope and performed under a separate task.*

**Sub-Task 6. Meetings**

Consultant anticipates that four meetings with City staff will be necessary to complete this task. The meetings will be attended in-person by one Consultant staff member with the remaining joining by phone, except for the third meeting under Sub-Task 5.1. The first meeting will present results of Sub-Task 1 and allow for input and discussion from the City on Sub-Task 2. The second meeting will focus on the results of the Alternatives Analysis and subsequent recommendations under Sub-Tasks 2 and 3. The third meeting will be a workshop and site visit on the same day with the City to gain concurrence regarding the proposed Design Criteria approach under Sub-Task 5.1. The fourth meeting will allow for review and discussion from the City on the Design Criteria TM under Sub-Task 5.2.

**Deliverables:**

○ *Draft and Final Meeting Minutes*

**Sub-Task 7. Owner's Allowance**

The Consultant shall perform additional services related to this subtask upon prior written authorization by the City based on a scope and fee mutually agreed upon by the City and Consultant in writing.
AMENDED APPENDIX B
PROJECT BUDGET
ADDITIONAL CONTINGENCY REQUEST
WASTEWATER PROGRAM MANAGEMENT AND INTEGRATED WATER RESOURCES PLANNING
CITY PROJECT NO. 17078-111

Approval of this Amendment to authorize Consultant to use additional Contingency.

Table 1 – Breakdown of Request by Sub-Task

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<th>Sub-Task</th>
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Basis for Estimated Project Budget

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Original Contingency Amount $500,000
Previously Authorized Contingency $200,000
Additional Contingency This Request $180,750
Remaining Contingency $119,250
Previously Authorized Contract Amount Increase $271,100
Total Contract Price $4,271,100
ATTACHMENT 4 TO APPENDIX C
PROJECT SCHEDULE
WASTEWATER PROGRAM MANAGEMENT AND INTEGRATED WATER RESOURCES PLANNING
CITY PROJECT NO. 17078-111

Refer to the Agreement for specific terms and conditions related to the Project Schedule. The schedule for completing the specific tasks under Attachment 4 to Appendix A is provided below. The work described herein will not pose any impact to the original schedule included in Appendix C of the Consultant Agreement.

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<td>8.9.7</td>
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<td>Sub-Task 1</td>
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<td>Sub-Task 2</td>
<td>Perform Alternatives Analysis</td>
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<td>Sub-Task 3</td>
<td>Develop Recommendations and Documentation</td>
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<td>Sub-Task 4</td>
<td>Evaluate Impact on Wastewater Collection System Facility Plan</td>
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<td>Sub-Task 5</td>
<td>Develop Design Criteria Package</td>
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<td>Sub-Task 6</td>
<td>Meetings</td>
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<td>Sub-Task 7</td>
<td>Owner’s Allowance</td>
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</table>

Note: Completion dates presented assume Sub-Task 1 starts June 14, 2019.
ATTACHMENT 4 TO APPENDIX D
LIST OF DELIVERABLES
WASTEWATER PROGRAM MANAGEMENT AND INTEGRATED WATER RESOURCES PLANNING
CITY PROJECT NO. 17078-111

The following additional deliverables will be provided by Consultant:

- Sub-Task 8.9.7.3 – Alternatives Analysis Summary Technical Memorandum
- Sub-Task 8.9.7.4 – Facility Plan Integration Technical Memorandum
- Sub-Task 8.9.7.5 – Design Criteria Technical Memorandum
- Sub-Task 8.9.7.5 – Workshop and Site Visit Minutes
- Sub-Task 8.9.7.5 – Final Design Criteria Package
- Sub-Task 8.9.7.6 – Meeting Minutes
ST. PETERSBURG CITY COUNCIL

Sewer Report

Meeting of June 13, 2019

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 Wade Trim, Inc. ("A/E"), dated August 7, 2018 for A/E to provide continued project administration, additional final design services, public outreach, and Envision assessment for the Pasadena 36" Force Main Replacement - Phase III Project, in an amount not to exceed $50,295; providing that the total contract amount shall not exceed $475,294; 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. 18055-111; Oracle No. 16368)

EXPLANATION: The Pasadena Master Pump Station and force main was built in 1979 and currently serves an equivalent population of approximately 50,000 (including St. Pete Beach, Treasure Island, South Pasadena, Pinellas County Bear Creek, and the southern portion of the northwest service area of St. Petersburg), with an average daily flow of 5 million gallons per day, and discharges at the Northwest Water Reclamation Facility as shown on the attached location map. The third and final phase of the Pasadena Force Main Replacement Project will replace approximately 5,600 linear feet of existing 36-inch diameter wastewater force main pipe that has reached the end of its useful life.

On August 2, 2018, City Council approved an A/E Agreement between the City of St. Petersburg, Florida and Wade Trim, Inc. to furnish professional engineering services for the Pasadena 36" Force Main Replacement Project in the amount of $424,999. The scope of services included project administration, route verification, preliminary engineering, final design, permitting, bid assistance, and additional services allowance. Public outreach assistance was included as an allowance but was undefined and not previously authorized. This approval included an allowance for additional services in the amount of $20,000.

The First Amendment to the A/E Agreement in the amount of $50,295 will provide funding for continued project administration, development of design plans for incorporating operational improvements to the forcemain, Envision assessment, additional services allowance, and will define previously funded public outreach services. This approval includes an allowance for additional services in the amount of $30,000.

A/E Agreement and the First Amendment includes the following services and associated not to exceed costs respectively:

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<td>Route Verification Technical Memorandum</td>
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<td>Preliminary Engineering</td>
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<td>Final Design</td>
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<td>Bidding Services</td>
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<td>Additional Services Allowance</td>
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<td><strong>Total A/E</strong></td>
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A/E services during the construction phase will be provided to City Council for approval of a future amendment to the A/E Agreement. Contractor costs for the construction of the improvements will be provided to City Council for approval as a separate agreement.

**RECOMMENDATION:** Administration recommends approving a resolution approving the First Amendment to the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Wade Trim, Inc. ("A/E"), dated August 7, 2018 for A/E to provide continued project administration, additional final design services, public outreach, and Envision assessment for the Pasadena 36" Force Main Replacement - Phase III Project, in an amount not to exceed $50,295; providing that the total contract amount shall not exceed $475,294; 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. 18055-111; Oracle No. 16368)

**COST/FUNDING INFORMATION:** Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) SAN Pasadena FM Ph III FY18 Project (16368)

**ATTACHMENTS:**
- Project Location Map
- Resolution
- Attachment 1 to Appendix A – Scope of Services
- Amended Appendix B – Fees and Costs
- Amended Appendix C – Schedule

**APPROVALS:**
- Administrative
- Budget
RESOLUTION NO.____

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND WADE TRIM, INC. ("A/E") DATED AUGUST 7, 2018 FOR A/E TO PROVIDE CONTINUED PROJECT ADMINISTRATION, ADDITIONAL FINAL DESIGN SERVICES, PUBLIC OUTREACH, AND ENVISION ASSESSMENT FOR THE PASADENA 36" FORCE MAIN REPLACEMENT - PHASE III PROJECT IN AN AMOUNT NOT TO EXCEED $50,295; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $475,294; 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. 18055-111; ORACLE NO. 16368)

WHEREAS, the City of St. Petersburg, Florida ("City") and Wade Trim, Inc. ("A/E") executed an Architect/Engineering Agreement ("Agreement") on August 2, 2018 for A/E to provide project administration, design services, bidding services, permitting services and public outreach for the Pasadena 36" Force Main Replacement Project in the amount of $424,999; and

WHEREAS, the City and A/E desire to amend the Agreement for A/E to provide continued project administration, final design additions, Envision assessment, additional services allowance, and define previously funded public outreach services in an amount not to exceed $50,295.

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 Wade Trim, Inc. ("A/E") dated August 7, 2018 for A/E to provide continued project administration, final design additions, public outreach, and Envision assessment for the Pasadena 36" Force Main Replacement - Phase III Project in an amount not to exceed $50,295 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $475,294.

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.

Approvals:

City Attorney (Designee)
00452686

Administration
ATTACHMENT 1 TO APPENDIX A - SCOPE OF SERVICES
PASADENA 36” FORCE MAIN REPLACEMENT, PHASE III
CITY OF ST. PETERSBURG, FLORIDA
PROJECT NO. 18055-111

GENERAL DESCRIPTION

The City of St. Petersburg (City) needs to replace approximately 5,600 linear feet of existing 36-inch diameter wastewater force main pipe that has reached the end of its useful life. The existing pipe is prestressed concrete cylinder pipe manufactured by Interpace Corporation and installed in 1979. This pipe is believed to use Class IV prestressing wire that is susceptible to hydrogen embrittlement, which can result in premature failure of the pipe. The Phase III force main will connect to the Pasadena Master Pump Station, and to south end of the Phase II force main that was constructed in 2014. The planned route for the Phase III force main commences at the Pasadena Master Pump Station and ends approximately 200 ft south of the intersection of 72nd Street and 9th Ave North, and this force main has a final discharge at the Northwest Water Reclamation Facility (“NWWRF”).

This Attachment 1 to Appendix A sets forth the scope of additional services to be provided by A/E to include additional project setup and administration; final design enhancements, public outreach assistance; an increase in the Additional Services Allowance; and Envision Assessment.

TASK 1  PROJECT SETUP AND ADMINISTRATION – ADDITIONAL SERVICES

The A/E’s project manager will incorporate these additional services into the accounting and filing systems for the project and include in the status updates in the monthly invoicing status reports.

TASK 4 – FINAL DESIGN

TASK 4.2 60% DESIGN SUBMITTAL – ADDITIONAL SERVICES

The City desires to incorporate provisions for a future pig launching station, pump station bypass and a connection for a potential future surge tank at the Pasadena Master Pump Station. A/E will incorporate these items into the project approach and add the necessary fittings, valves, piping, vaults, and/or slabs into the plans to accommodate the addition of these items. Design plan changes, notes and details will be provided as necessary to support future provisions for these additions. These improvements will be incorporated during the 60% submittal.

TASK 7  PUBLIC OUTREACH – ADDITIONAL SERVICES

The City desires to conduct public outreach services for the project. Public outreach services were previously undefined in the original Agreement but were included as an allowance. The effort will be led by the City. It was determined that the A/E services necessary to support their efforts shall include:

Development of the public outreach presentation. A/E will use the City’s standard public outreach template and prepare up to a 15-minute project specific presentation for use at the public outreach meeting.
Prepare 24"x36" presentation boards for the public meeting stations (up to 2 boards). It is anticipated that the same four boards will be used at each station (anticipated at up to 4 stations). Boards will be mounted on foam core backing material.

Prepare up to two (2) public outreach handouts for City review. Incorporate City comments into final proofs and provide proofs to City for reproduction.

Attendance at up to one (1) coordination meeting with up to three (3) individuals (Project Manager, Envision Lead and Graphic Designer) prior to the public information meeting. The meeting will review the draft presentation, the draft big boards, potential handouts and meeting approach. It is suggested that the meeting be held in the A/E’s Tampa office.

Attendance at one (1) public outreach meeting with up to two (2) individuals (Project Manager and Envision Lead). This meeting will be held after the initial Envision Assessment and 60% Design Submittal.

Preparation of public information meeting summary notes

Social media, press release and neighborhood outreach will be provided by the City.

**TASK 8 – ALLOWANCE FOR ADDITIONAL SERVICES – ALLOWANCE INCREASE**

The A/E shall perform additional services related to this project upon prior written authorization by the City based on a scope and fee mutually agreed upon by the City and A/E in writing. The original allowance for additional services has not been used for currently completed services. This increase in the allowance for additional services can be used to address potential relocation of existing reclaimed water transmission main, modification of final design documents resulting from Envision assessment, Envision Certification, or other contingencies.

**ADDITIONAL SCOPE OF SERVICES**

**TASK 9  ENVISION ASSESSMENT**

**9.1 ENVISION ASSESSMENT**

*Pre-Assessment Checklist:* The A/E will use the Institute for Sustainable Infrastructure (ISI)'s Envision Framework version 3 to evaluate the project for Envision Certification. The A/E will review the project from the perspective of sustainability in accordance with the ISI's Envision framework and complete ISI's Pre-Assessment Checklist.

*Preliminary Envision Self-Assessment:* Based on the final pipeline alignment identified in the Preliminary Engineering Report, the A/E will conduct a Preliminary Envision Self-Assessment following ISI's Credit Evaluation Criteria which includes an assessment of 64 criterion. The project will be rated according to the each of the criterion and a preliminary score will be determined. The A/E will also provide recommendations on how to improve to the next level of achievement.

*Envision Meeting:* The Pre-Assessment Checklist and Self-Assessment documents will be provided to the City for review. Within two weeks, up to three (3) individuals (Project Manager, Envision Lead and Design Lead) from the A/E will meet with the City to present the findings and how the Envision guidelines and recommendations will be incorporated into the project. At the
meeting, there will be discussion of the overall project, the City's sustainability goals and preliminary criteria. The results of the assessments will be reviewed and potential changes to the project approach to improve sustainability discussed. By the end of this discussion a baseline will be established as a benchmark for the end goal of the project in terms of ISI's guidelines and the level of sustainability achievement desired by the City. The A/E will prepare meeting minutes of the outcome of these discussions and distribute them to the meeting participants. The results of these discussions will be captured in an Envision Letter Memorandum.

**Envision Letter Memorandum:** Following the Envision meeting, A/E will adjust the Pre-Assessment Checklist and Self-Assessment findings, as necessary based on the Envision meeting discussions. Then these final documents as well as the Envision meeting baseline will be outlined in a brief draft Envision Assessment Letter Memorandum. The draft letter memorandum will be provided to the City for review and comment. The City will convey their comments electronically via email. The City's comments will be incorporated into the Final Envision Assessment Letter Memorandum as appropriate or a reason to their omission provided.

**ADDITIONAL DELIVERABLES**

**Task 7 – Public Outreach - Additional Services**
- One (1) Public Outreach presentation on City standard template (estimated at 15 slides).
- Up to four (4) presentation project/message boards.
- Two (2) handout proofs.
- Public Outreach summary notes.

**Task 9 – Envision Assessment**
- Envision Pre-Assessment Checklist
- Envision Self-Assessment
- Envision Meeting Minutes
- Draft Envision Letter Memorandum
- Final Envision Letter Memorandum

**ADDITIONAL PROJECT TEAM MEMBERS**

Envision Assessment – Holly Kremers – Wade Trim

-- End of Scope --
## AMENDED APPENDIX B – FEES AND COSTS
### Pasadena 36” Force Main Replacement, Phase III
### City of St. Petersburg Project No. 18055-111

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The following page(s) contain the backup material for Agenda Item: Legal update regarding lawsuit styled Carlos Foster, Employee/Claimant v. City of St. Petersburg, Employer and Commercial Risk Management, Inc., Servicing Agent. Please scroll down to view the backup material.
RESOLUTION NO. 2019-__

A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF CARLOS FOSTER, EMPLOYEE/CLAIMANT V. CITY OF ST. PETERSBURG/EMPLOYER AND COMMERCIAL RISK MANAGEMENT, INC./SERVICING AGENT, OJCC CASE NO. 18-001594SLR, DA 10.02.2017; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, By the City Council of the City of St. Petersburg, Florida, that the settlement by and between Carlos Foster, Employee/Claimant v. City of St. Petersburg/Employer and Commercial Risk Management, Inc./Servicing Agent, OJCC Case No. 18-001594SLR, DA 10.02.2017, in the amount of $75,000.00 for indemnity is approved.

BE IT FURTHER RESOLVED that the City Administration and the City Attorney's Office are authorized to execute the necessary paperwork and pay the funds in accordance with such settlement.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:

________________________________
City Attorney (designee)

Legal: 00451992.doc 05.28.19
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1602. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: JUNE 13, 2019

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1602

EXPLANATION: The Sanitation Department has cleared the following number of properties under Chapter 16 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

LCA: 1602
NUMBER OF STRUCTURES: 37
ASSESSABLE AMOUNT: $7,543.68

According to the City Code, these assessments constitute a Lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $7,543.68 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: _______________________

COUNCIL ACTION: ____________________

FOLLOW-UP: ______________________

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### City of St. Petersburg ****
**Special Assessments Division**
**FINAL ASSESSMENT ROLL**
**6-13-2019**

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<tr>
<td>LCA 1602 79450</td>
<td>LE, PHUONG VAN BINH NAKHIEOCHANH, VINA 10584 LAKE SEMINOLE TER</td>
<td>22 31 16 96228 006 0030 WEST CENTRAL AVE RESUB BLK 6, LOT 3</td>
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TOTAL NUMBER OF ASSESSMENTS: 37

TOTAL ASSESSMENT AMOUNT: 7,543.68
**LOT CLEARING NUMBER 1602**

**COST / FUNDING / ASSESSMENT INFORMATION**

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<tr>
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<td>ADMINISTRATIVE FEE</td>
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<td>TOTAL:</td>
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A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO.1602 ("LCA 1602") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No.1602 ("LCA 1602") have been submitted by the Mayor to the City Council pursuant to St. Petersburg Code Section 16.40.060.4.4; and

WHEREAS, notice of the public hearing was duly published in accordance with St. Petersburg City Code Section 16.40.060.4.4; and

WHEREAS, City Council did meet at the time and place specified in the notice and heard any and all complaints that any person affected by said proposed assessments wished to offer.

NOW, THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council confirms the preliminary assessment rolls for Lot Clearing No.1602 ("LCA 1602") as liens against the respective real property on which the costs were incurred and that pursuant to Section 16.40.060.4.4 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the principal amount of all assessment liens levied and assessed herein shall bear interest at the rate of 12% per annum from the date of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee)
00451359
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number SEC 1246. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

MEETING OF: JUNE 13, 2019

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Securing Number SEC 1246

EXPLANATION: Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 12% per annum on the unpaid balance.

SEC: 1246
NUMBER OF STRUCTURES 5
ASSESSABLE AMOUNT: $1,091.91

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $1,091.91 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: __________________________

COUNCIL ACTION: _________________________

FOLLOW-UP: ____________________________ AGENDA NO. __________
## Building Securing Number SEC 1246

### Cost/Funding/Assessment Information

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<th>Category</th>
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<td>Securing Cost</td>
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<td>$ 278.22</td>
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<tr>
<td>Admin. Fee</td>
<td>$ 225.00</td>
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**Total:** $1,091.91
A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1246 ("SEC 1246") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to secure certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1246 ("SEC 1246"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such securing against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on June 13, 2019, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1246 ("SEC 1246") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

[Signature]
City Attorney (Designee)

00451360
The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Demolition Number DMO 473.
Please scroll down to view the backup material.
TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for Building Demolition Number DMO 473

EXPLANATION: The privately owned structures on the attached list were condemned by the City in response to unfit or unsafe conditions as authorized under Chapter 8 of the St. Petersburg City Code. The City’s Codes Compliance Assistance Department incurred costs of condemnation/securing/appeal/abatement/demolition and under the provisions of City Code Section 8-270, these costs are to be assessed to the property. The interest rate is 12% per annum on the unpaid balance.

DMO: 473
NUMBER OF STRUCTURES: 3
ASSESSABLE AMOUNT: $14,572.89

According to the City Code, these assessments constitute a lien on each property. It is recommended that the assessments be confirmed.

COST/FUNDING/ASSESSMENT INFORMATION:
The total assessable amount of $14,572.89 will be fully assessable to the property owners.

ATTACHMENTS:

MAYOR: ____________________________

COUNCIL ACTION: __________________

FOLLOW-UP: _________________________ AGENDA NO. _________
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<th>ASSESSMENT NUMBER</th>
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<td>LOTS 20 &amp; 21, &amp; S 35FT OF</td>
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<td>LOT 19, &amp; N 35FT OF LOT 22</td>
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<td>&amp; ALL OF 14FT VAC PVT</td>
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**TOTAL NUMBER OF ASSESSMENTS:** 3

**TOTAL ASSESSMENT AMOUNT:** $14,572.89
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<td><strong>$14,572.89</strong></td>
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A RESOLUTION ASSESSING THE COSTS OF DEMOLITION LISTED ON BUILDING DEMOLITION NO. 473 ("DMO NO. 473") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY ON WHICH THE COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR AN INTEREST RATE ON UNPAID BALANCES; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AND RECORD NOTICE(S) OF LIEN(S) IN THE PUBLIC RECORDS OF THE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has proceeded under the provision of Chapter 8, of the St. Petersburg City Code to demolish certain properties; and

WHEREAS, the structures so demolished are listed on Building Demolition No. 473 ("DMO No. 473"); and

WHEREAS, Section 8-270 of the St. Petersburg City Code provides that the City Council shall assess the entire cost of such demolition against the property on which the costs were incurred and that assessments shall become a lien upon the property superior to all others, except taxes; and

WHEREAS, the City Council has held a public hearing on June 13, 2019, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED By the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of the demolition listed on Building Demolition No. 473 ("DMO No. 473") as liens against the respective real property on which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes; and

BE IT FURTHER RESOLVED that the Special Assessment Certificates to be issued hereunder shall bear interest at the rate of 12% per annum on the unpaid balance from the date of the adoption of this resolution.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute and record notice(s) of the lien(s) provided for herein in the public records of the County.

This resolution shall become effective immediately upon its adoption.

Approved as to Form and Substance:

City Attorney (Designee) 00451358
The following page(s) contain the backup material for Agenda Item: Ordinance 370-H 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.
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:

☑ 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)  05.23.2019
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.)

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

Copies to:  City Clerk
Joshua A. Johnson, Director, Housing and Community Development
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>
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<th>Type</th>
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<td>21- to 40-feet</td>
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<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
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Note: Storefront width regulations shall apply only along the west face of the corridor.

**CENTRAL AVENUE, DOWNTOWN EAST**

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<tr>
<th>Type</th>
<th>Storefront Width (Feet)</th>
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<tr>
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<td>Small</td>
<td>Zero to 20-feet</td>
<td>35%</td>
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<tr>
<td>Medium</td>
<td>21- to 40-feet</td>
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</tr>
<tr>
<td>Large</td>
<td>More than 40-feet</td>
<td>No minimum</td>
</tr>
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</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>
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<td>Large</td>
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<td>No minimum</td>
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**GRAND CENTRAL**

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<th>Type</th>
<th>Storefront Width (Feet)</th>
<th>No. of Storefronts</th>
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<td>Minimum</td>
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<tr>
<td>Small</td>
<td>Zero to 20-feet</td>
<td>35%</td>
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<td>Medium</td>
<td>21- to 40-feet</td>
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</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>
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<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>
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<td>16.30.095.12.</td>
<td>Advisory to DRC</td>
<td>DRC (Final)</td>
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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 371-H 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 scriveners 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.
TO: The Honorable Charlie Gerdes, Chair, and Members of City Council


REQUEST: Second reading and public hearing of the attached ordinance amending the City Code.

ORDINANCE 371-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 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.

RECOMMENDATION:

Administration: City Administration and Staff recommend APPROVAL.

City Council PSI and COW Workshops:

The proposed sign code changes were presented to the Public Services and Infrastructure (PSI) Committee meeting on March 15th. Changes include 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. A Pier District signage package was also presented. Staff presented to the Committee of the Whole (COW) on April 25th, 2019. Discussion included applicability, the legal requirements for content neutral signs, and Pier District signage. Staff was directed to return to COW for final direction regarding the Pier signage on May 30, 2019. As a result of the direction provided at the May 30th COW, changes have been incorporated into the attached Ordinance to address the Pier District, including a specific prohibition for off-premise signs and an allowance for limited types of temporary signs. Staff has been directed to provide further language regarding electronic message center signs at a future workshop.

Stakeholder Meeting:

On February 26, 2019, Staff presented the proposed sign code changes to the Chamber of Commerce Public Policy group and on 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 and the update was presented to the Council of Neighborhood Associations (CONA) on April 25th.
Development Review Commission:

On April 3, 2019 the Development Review Commission (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. One question related to the number of free speech signs per property. Staff explained that the number (five) was derived based on the number of exempt signs that are provided for in the current code.

Previous City Council Action:

On June 6, 2019, City Council conducted the first reading of the attached ordinance and set the public hearing for June 13, 2019.

Recommended City Council Action:

1. CONDUCT the second reading and public hearing of the proposed ordinance; and
2. APPROVE the proposed ordinance.

Attachments: Proposed Ordinance; DRC Staff Report with Current Sign Code
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 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 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, and to certain signs located within the Pier District as specifically enumerated herein.

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 1\(\frac{1}{2}\) 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># Allowed(^1)</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, NPU) (All uses except single-family and duplex uses.)</td>
<td>1</td>
<td>48 sq. ft. per sign face</td>
<td>10 ft.</td>
</tr>
<tr>
<td><strong>Corridor Residential District (CRT, CRS)</strong> (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><strong>Corridor Commercial Traditional Districts (CCT)</strong> (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>
<tr>
<td>District</td>
<td>Description</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>Corridor Commercial Suburban Districts (CCS)</strong> (All uses except subdivision entrances and single-family, and duplex uses.)</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>
</tr>
<tr>
<td><strong>Suburban Center Districts (RC, EC, IC)</strong> (All uses except subdivision entrances and single-family, and duplex, uses.)</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>
</tr>
<tr>
<td><strong>Downtown Center (DC)</strong> (All uses except subdivision entrances and single-family, and duplex uses.)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Industrial Suburban District (IS)</strong> (All uses except subdivision entrances and single-family, duplex, and multi-family residential uses)</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>
</tr>
</tbody>
</table>
Industrial Traditional District (IT) (All uses except subdivision entrances and single-family, duplex, and multi-family residential uses) | One | One square foot per linear front foot up to a maximum of 64 sq. ft. per sign face | 10ft

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>Neighborhood, Planned Unit Development, and Mobile Home Districts (NT, NS, NSM, NMH, NPUD) (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>Corridor Residential Districts (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>Corridor Commercial Traditional Districts (CCT)</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>Corridor Commercial Suburban Districts (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>

2See note 1 above.

3The 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.
<table>
<thead>
<tr>
<th>District Description</th>
<th>Sign Area Guidelines</th>
</tr>
</thead>
<tbody>
<tr>
<td>entrances and single-family, duplex and multifamily residential uses)</td>
<td>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>Suburban Center Districts (RC, EC, IC) (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. 1.75 sq. ft. per linear front foot up to a maximum of 150 sq. ft.</td>
</tr>
<tr>
<td>Downtown Center (DC) (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. 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>Industrial Suburban District (IS) (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. 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>Industrial Traditional District (IT) (All uses except subdivision entrances and single-family, duplex, and multi-family)</td>
<td>No limit on any one wall provided that the total sign area does not exceed the max allowable area for wall signs. 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.</td>
</tr>
<tr>
<td>residential uses</td>
<td>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>
16.40.120.6 - 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>
<tr>
<td>Wall signs</td>
<td>Maximum height</td>
<td>10 ft.</td>
</tr>
<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:

   i. 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. In no circumstance shall an off-premises sign be located within the Pier District.

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 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.

8. Temporary Signs, Pier District. Temporary signs, other than A-frame signs and approved street banners, shall not be allowed within the Pier District. Permits may be issued to a special event sponsor for all other temporary sign types with a maximum 72 hour display period. Such permits shall include the boundary of the special event area, and each business within the special event area shall be allowed one temporary sign. 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, fence, public bench, or street light pole.

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 residually 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 residually 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 1¾ inches in height
and 48 feet and 2¾ 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. One A-frame sign within the Pier District may be allowed for each pier lessee, licensee, or permit holder. 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]
5·31·19

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

[Signature]
5/31/19

ASSISTANT CITY ATTORNEY

[Signature]

DATE

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

Page 2
• 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:

LU8.1
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
HOUSING AFFORDABILITY IMPACT STATEMENT

City of St. Petersburg
Housing Affordability Impact Statement

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

I. Initiating Department: Planning & Development Services Development

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

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2018-02).

III. Impact Analysis:

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

<table>
<thead>
<tr>
<th>No</th>
<th>X</th>
<th>(No further explanation required.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td>Explanation:</td>
</tr>
</tbody>
</table>

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?

<table>
<thead>
<tr>
<th>No</th>
<th>X</th>
<th>(No further explanation required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td>Explanation:</td>
</tr>
</tbody>
</table>
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.)

Elizabeth Abernethy, AICP
Director, Planning & Development Services

3-28-19

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)

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. Trivision 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 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 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 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 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></td>
<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>
</tr>
<tr>
<td>Wall signs</td>
<td>Maximum height</td>
<td>10 ft.</td>
</tr>
<tr>
<td></td>
<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>
</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>
<tr>
<td>Wall signs</td>
<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>

16.40.120.6. - 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>
</tr>
</thead>
<tbody>
<tr>
<td>(All uses, except subdivision entrances and single-family, duplex and multifamily residential uses)</td>
</tr>
</tbody>
</table>

<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. For a property in excess of 10 acres which has an approved master site plan, the first permitted free standing 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>
<td></td>
</tr>
<tr>
<td>Maximum height</td>
<td>10 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 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>Corridor Commercial Traditional Districts (CCT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(All uses, except subdivision entrances and</td>
</tr>
<tr>
<td>single-family, duplex and multifamily</td>
</tr>
<tr>
<td>residential uses)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Freestanding signs</td>
</tr>
<tr>
<td>Permitted number of signs</td>
</tr>
<tr>
<td>One for signs greater than eight ft. tall.</td>
</tr>
<tr>
<td>Two if all freestanding signs are eight ft.</td>
</tr>
<tr>
<td>in height or less; and with a minimum of 100</td>
</tr>
<tr>
<td>ft. of frontage.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Maximum sign area</td>
</tr>
<tr>
<td>64 sq. ft. per sign face</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Maximum height</td>
</tr>
<tr>
<td>15 ft.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Wall signs</td>
</tr>
<tr>
<td>Maximum sign area</td>
</tr>
<tr>
<td>1.75 sq. ft. per linear front foot up to</td>
</tr>
<tr>
<td>a maximum of 150 sq. ft. For buildings of</td>
</tr>
<tr>
<td>four or more stories in height, one additional</td>
</tr>
<tr>
<td>sign shall be permitted for building</td>
</tr>
<tr>
<td>identification at the top of the building.</td>
</tr>
<tr>
<td>The allowable sign area shall be 3.0 sq. ft.</td>
</tr>
<tr>
<td>per lineal vertical foot of the building</td>
</tr>
<tr>
<td>up to a maximum of 300 sq. ft.</td>
</tr>
</tbody>
</table>

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>Corridor Commercial Suburban Districts (CCS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(All uses, except subdivision entrances and</td>
</tr>
<tr>
<td>single-family, duplex and multifamily</td>
</tr>
<tr>
<td>residential uses)</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Freestanding signs</td>
</tr>
<tr>
<td>Permitted number of signs</td>
</tr>
<tr>
<td>One for signs greater than eight ft. tall.</td>
</tr>
<tr>
<td>Two if all freestanding signs are eight ft.</td>
</tr>
<tr>
<td>in height or less; and with a minimum of 100</td>
</tr>
<tr>
<td>ft. of frontage.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Maximum sign area</td>
</tr>
<tr>
<td>One square foot per linear front foot up to</td>
</tr>
<tr>
<td>a maximum of 64 sq. ft.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Maximum height</td>
</tr>
<tr>
<td>20 ft.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Wall signs</td>
</tr>
<tr>
<td>Maximum sign area</td>
</tr>
<tr>
<td>1.75 sq. ft. per linear front foot up to</td>
</tr>
<tr>
<td>a maximum of 150 sq. ft. For buildings of</td>
</tr>
<tr>
<td>four or more stories in height, one additional</td>
</tr>
<tr>
<td>sign shall be permitted for building</td>
</tr>
<tr>
<td>identification at the top of the building.</td>
</tr>
<tr>
<td>The allowable sign area shall be 3.0 sq. ft.</td>
</tr>
<tr>
<td>per lineal vertical foot of the building</td>
</tr>
<tr>
<td>up to a maximum of 300 sq. ft.</td>
</tr>
</tbody>
</table>
16.40.120.9. - Suburban centers.

The following types of signs shall be permitted within the suburban center zoning districts.

<table>
<thead>
<tr>
<th>Suburban Center Districts (RC, EC, IC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(All uses, except subdivision entrances and single-family, duplex and multifamily residential uses)</td>
</tr>
</tbody>
</table>

<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>Downtown Center (DC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(All uses, except subdivision entrances and single-family, duplex and multifamily residential uses)</td>
</tr>
</tbody>
</table>

<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>
<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>

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>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>
<tr>
<td>Wall signs</td>
<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>

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 POD 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.


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:
   i. 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 buffeting 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.

I. 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 court 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;
(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. 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 sbts) 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 I 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 I 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
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 not be 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 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>

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
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>
<thead>
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</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.

*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.

*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.

![ACME USED CARS](image)

*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: Ordinance 372-H 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
SECOND READING AND PUBLIC HEARING

City Council Meeting of June 13, 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 second reading and public hearing of the attached ordinance, approve the attached ordinance.

ATTACHMENT: Ordinance (including Exhibit A)
Ordinance No. __________

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] 00451577
Administration: [Signature] 08
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 53-17, 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

REVISIONS
BY DATE

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

SECTION 19
TOWNSHIP 31 SOUTH
RANGE 17 EAST

DATE: May 22, 2019
SHEET: 1 of 2
Description and Sketch
(NOT A SURVEY)

2nd Avenue Northeast
(Fourth Avenue per Plat Book H1, Page 49)

Northernly line of
Water Lot 4

Point of Commencement
Intersection of the northernly line of
Water Lot 4 and the easterly
right-of-way of Bayshore Drive
Northeast

Easterly right-of-way line
Bayshore Drive Northeast

Point of Beginning

L3

Seawall cap

L8

L7

L5

1st Avenue Northeast
(5th Avenue per Plat Book H1, Page 49)
Vacated per Pinellas County Property Appraiser

Area
49,001 square feet

See sheet 1 for Description,
notes, signature and seal.

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

SUBJECT: A Resolution finding that $200,000 is an amount sufficient to pay for the future costs associated with the ordinary and routine operations and maintenance of the St. Petersburg Municipal Marina Transient Dock and Slips (“Project”) until March 31, 2041; acknowledging that $200,000 has been previously appropriated in the General Fund (0001), Budget and Management Department, Administration Division (250-1781) that can be utilized to fund future costs associated with the ordinary and routine operations and maintenance of the Project required by Agreement No. 18233 (“Agreement”) between the Florida Fish and Wildlife Conservation Commission (“FFWCC”) and the City of St. Petersburg, Florida (“City”); providing that the funding for costs associated with the ordinary and routine operations and maintenance of the Project shall not need annual re-appropriations and shall be considered encumbered until March 31, 2041 with only authorized expenditures being for costs associated with the ordinary and routine operations and maintenance of the Project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; authorizing the Mayor or his Designee to accept the FFWCC Grant (“Grant”) from the Boating Infrastructure Grant Program for the St. Petersburg Municipal Marina Transient Dock and Slips at a maximum reimbursement amount of $632,000 and to execute the Agreement and all other necessary documents; approving a supplemental appropriation from the increase in the unappropriated balance of the Marina Capital Improvement fund (4043), resulting from this Grant, to the Marina Transient Docks Project (15358); approving a supplemental appropriation in the amount of $10,200 from the unappropriated balance of the Marina Capital Improvement Fund (4043) to the Marina Transient Docks Project (15358) to provide additional funds for the local share of the Project; and providing an effective date.

EXPLANATION: The Boating Infrastructure Grant Program provides funding through competitive grants for tie-up facilities for transient recreational boats (non-trailerable). Eligible program participants include municipalities. Eligible uses of program funds include transient visitor docks for short-term visits of 10 days or less.

On February 2, 2015 the Florida Fish & Wildlife Conservation Commission, through their Boating Infrastructure Grant Program, recommended that the City receive grant funding in the amount of $632,000. Once completed these new floating courtesy slips will provide the public up to twenty-five (25) metered day docks adjacent to the new St. Pete Pier.

RECOMMENDATION: Administration recommends adoption of the attached Resolution finding that $200,000 is an amount sufficient to pay for the future costs associated with the ordinary and
("Project") until March 31, 2041; acknowledging that $200,000 has been previously appropriated in the General Fund (0001), Budget and Management Department, Administration Division (250-1781) that can be utilized to fund future costs associated with the ordinary and routine operations and maintenance of the Project required by Agreement No. 18233 ("Agreement") between the Florida Fish and Wildlife Conservation Commission ("FFWCC") and the City of St. Petersburg, Florida ("City"); providing that the funding for costs associated with the ordinary and routine operations and maintenance of the Project shall not need annual re-appropriations and shall be considered encumbered until March 31, 2041 with only authorized expenditures being for costs associated with the ordinary and routine operations and maintenance of the Project; finding that execution of the Agreement shall not be considered an unlawful act under Florida Statute §166.241; authorizing the Mayor or his Designee to accept the FFWCC Grant ("Grant") from the Boating Infrastructure Grant Program for the St. Petersburg Municipal Marina Transient Dock and Slips at a maximum reimbursement amount of $632,000 and to execute the Agreement and all other necessary documents; approving a supplemental appropriation from the increase in the unappropriated balance of the Marina Capital Improvement fund (4043), resulting from this Grant, to the Marina Transient Docks Project (15358); approving a supplemental appropriation in the amount of $10,200 from the unappropriated balance of the Marina Capital Improvement Fund (4043) to the Marina Transient Docks Project (15358) to provide additional funds for the local share of the Project; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of up to $632,000 are to be received from the FFWCC Grant. Funds will be available after approval of a supplemental appropriation in the amount of $632,000 from the unappropriated balance of the Municipal Capital Improvement Fund (4043), resulting from the increase in unappropriated fund balance resulting from the revenues received from this Grant, to the Marina Transient Docks Project (15358). Additional funding will be available after approval of a supplemental appropriation in the amount of $10,200 from the unappropriated balance of the Marina Capital Improvement Fund (4043) to the Marina Transient Docks Project (15358) to provide for the additional funds needed to meet the local match of the grant agreement. Additional funding in the amount of $200,000 required by the grant agreement to provide for the ordinary and routine operations and maintenance of the Marina Transient Docks until March 31, 2041 has been previously appropriated in the General Fund (0001), Budget and Management Department, Administrative Division (250-1781).

ATTACHMENTS: Resolution

APPROVALS: Administration: 

Budget:
RESOLUTION NO._______

A RESOLUTION FINDING THAT $200,000 IS AN AMOUNT SUFFICIENT TO PAY FOR THE FUTURE COSTS ASSOCIATED WITH THE ORDINARY AND ROUTINE OPERATIONS AND MAINTENANCE OF THE ST. PETERSBURG MUNICIPAL MARINA TRANSIENT DOCK AND SLIPS (“PROJECT”) UNTIL MARCH 31, 2041; ACKNOWLEDGING THAT $200,000 HAS BEEN PREVIOUSLY APPROPRIATED IN THE GENERAL FUND (0001), BUDGET AND MANAGEMENT DEPARTMENT, ADMINISTRATION DIVISION (250-1781) THAT CAN BE UTILIZED TO FUND FUTURE COSTS ASSOCIATED WITH THE ORDINARY AND ROUTINE OPERATIONS AND MAINTENANCE OF THE PROJECT REQUIRED BY AGREEMENT NO. 18233 (“AGREEMENT”) BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (“FFWCC”) AND THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”); PROVIDING THAT THE FUNDING FOR COSTS ASSOCIATED WITH THE ORDINARY AND ROUTINE OPERATIONS AND MAINTENANCE OF THE PROJECT SHALL NOT NEED ANNUAL RE-APPROPRIATIONS AND SHALL BE CONSIDERED ENCUMBERED UNTIL MARCH 31, 2041 WITH ONLY AUTHORIZED EXPENDITURES BEING FOR COSTS ASSOCIATED WITH THE ORDINARY AND ROUTINE OPERATIONS AND MAINTENANCE OF THE PROJECT; FINDING THAT EXECUTION OF THE AGREEMENT SHALL NOT BE CONSIDERED AN UNLAWFUL ACT UNDER FLORIDA STATUTE §166.241; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE FFWCC GRANT FROM THE BOATING INFRASTRUCTURE GRANT PROGRAM FOR THE ST. PETERSBURG MUNICIPAL MARINA TRANSIENT DOCK AND SLIPS AT A MAXIMUM REIMBURSEMENT AMOUNT OF $632,000 AND TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; APPROVING A SUPPLEMENTAL APPROPRIATION FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE MARINA CAPITAL IMPROVEMENT FUND (4043), RESULTING FROM THIS GRANT, TO THE MARINA TRANSIENT DOCKS PROJECT (15358); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $10,200 FROM THE UNAPPROPRIATED BALANCE OF THE MARINA CAPITAL IMPROVEMENT FUND (4043) TO THE MARINA TRANSIENT DOCKS PROJECT (15358) TO PROVIDE ADDITIONAL FUNDS FOR THE LOCAL SHARE OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.
WHEREAS, the City of St. Petersburg ("City") applied for grant in 2014 through the Florida Fish and Wildlife Conservation Commission ("FWC"); Boating Infrastructure Grant Program, for assistance to design and construct a Transient Visitor Dock and Slips along the southeast portion of the Pier Parking Area and adjacent submerged land (as identified on the City Charter Park and Waterfront Map) for recreational boats 26 feet or longer (non-trailerable) for short-term visits of 10 days or less and

WHEREAS, the City has been awarded a grant in the amount of $632,000 for the design and construction of the Transient Visitor Dock and Slips; and

WHEREAS, the City has developed a design and received all permits for the Transient Visitor Dock and Slips; and

WHEREAS, as a requirement to receive the grant, the City must enter into Agreement No. 18233 with the FWC setting forth the obligations of the City and FWC; and

WHEREAS, pursuant to the agreement, the City is (i) responsible for costs associated with the ordinary and routine operations and maintenance of the Transient Visitor Dock and Slips until March 31, 2041 and (ii) required 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 until March 31, 2041; and

WHEREAS, Florida Statute §166.241 provides that "...it is unlawful for any officer of a municipal government to expend or contract for expenditures in any fiscal year except in pursuance of budgeted appropriations"; and

WHEREAS, the City’s professional staff has advised the City Council that in its professional opinion that the costs associated with the ordinary and routine operations and maintenance of the Transient Visitor Dock and Slips until March 31, 2041 is $200,000; and

WHEREAS, City Council finds that $200,000 is an amount sufficient to pay for the costs associated with the ordinary and routine operations and maintenance of the Transient Visitor Dock and Slips until March 31, 2041.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that $200,000 is an amount sufficient to pay for costs associated with the ordinary and routine operations and maintenance of the Transient Visitor Dock and Slips ("Project") until March 31, 2041.

BE IT FURTHER RESOLVED that this Council hereby acknowledges that $200,000 has been previously appropriated in the General Fund (0001), Budget and Management Department, Administration Division (250-1781) that can be utilized to fund future costs associated with the ordinary and routine operations and maintenance of the Project required by Agreement No. 18233 ("Agreement") between the Florida Fish and Wildlife Conservation Commission ("FWC") and the City of St. Petersburg, Florida ("City").

BE IT FURTHER RESOLVED that the appropriation for the costs associated with the ordinary and routine operations and maintenance of the Project shall be committed within the General Fund balance which will carry forward from year to year and shall be considered encumbered for until March 31, 2041 with the only authorized expenditures from that commitment being for costs associated with the ordinary and routine operations and maintenance of the Project.

BE IT FURTHER RESOLVED that on April 1, 2041, any funds remaining in the operating project for costs associated with the ordinary and routine operations and maintenance of the Project shall be returned to the City's General Fund.
BE IT FURTHER RESOLVED that this Council finds that because sufficient funds have been appropriated and committed within the General Fund balance to fund costs associated with the ordinary and routine operations and maintenance of the Project, it shall not be considered an unlawful act under Florida Statute §166.241 for the Mayor or his designee to execute the Agreement between FFWCC and the City for the FFWCC to provide funding for the Project.

BE IT FURTHER RESOLVED, that the Mayor or his designee is authorized to accept a FFWC Grant from the Boating Infrastructure Grant Program for the Project at a maximum reimbursement amount of $632,000 and to execute the Agreement and all other necessary documents.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Marina Capital Improvement Fund (4043), resulting from the above referenced grant, the following supplemental appropriation for FY19:

Marina Capital Improvement Fund (4043)
Marina Transient Docks Project (15358) $632,000

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Marina Capital Improvement Fund (4043), the following supplemental appropriation for FY19 to provide additional funds for the local share of the project:

Marina Capital Improvement Funds (4043)
Marina Transient Docks Project (15358) $10,200

This resolution shall become effective immediately upon its adoption.

Approvals:

[Signatures]

Legal

Administration

Budget

00453596
The following page(s) contain the backup material for Agenda Item: Ordinance 373-H 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.
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 in 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.
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 736-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 767-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 second reading and public hearing of the proposed ordinance; and
2. ADOPT the proposed ordinance.

Attachments: Ordinances, CPPC Minutes, and Staff Report.
ORDINANCE NO. 736-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

DATE

ASSISTANT CITY ATTORNEY

DATE
ORDINANCE NO. 767-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 736-L).

APPROVED AS TO FORM AND SUBSTANCE: FLUM-55 (Zoning)

[Signature]
5-31-19
PLANNING & DEVELOPMENT SERVICES DEPARTMENT DATE

[Signature]
5-31-19
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 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. 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 Bosco, Professional Surveyor and Mapper
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33701
CBosco@georgefyouding.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

Street Address & Parcel ID No.: 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.

Acreage: Approx. 3.25 acres

Zoning: Approx. 0.40 acres from NT-3 to NSM-1
          Approx. 1.20 acres from NT-3 to NSM-1
          Approx. 0.01 acres from NSM-1 to NT-3

Future Land Use: Approx. 1.46 acres from Institutional to Residential Urban
                  Approx. 0.17 acres from Residential Urban to Institutional

Countywide Plan Map: Approx. 1.46 acres from Public/Semi-Public to Residential Low Medium
                     Approx. 0.17 acres from Residential Low Medium to Public/Semi-Public

Existing Use: Church Use and vacant, undeveloped

Surrounding Uses: North: Single Family Residential
                  West: Multi Family Residential
                  South: Subject Property, Pasadena Presbyterian Church
                  East: Multi-Family Residential (Across Pasadena Avenue North)

Neighborhood Association: No neighborhood association
                          Closest association is Pasadena Bear Creek Estates, located 500-feet to East

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.

City File FLUM-55
Page 2
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-.00 (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

City File FLUM-55
Page 3
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, polices 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
ATTACHMENT NO. 3

Application
The following page(s) contain the backup material for Agenda Item: Approving an allocation increase for security guard services from Dynamic Security, Inc. in the amount of $200,000, for a total contract amount of $842,850.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving an allocation increase for security guard services from Dynamic Security, Inc. in the amount of $200,000, for a total contract amount of $842,850.

Explanation: On December 17, 2015, City Council approved a five-year blanket purchase agreement for security guard services through December 31, 2020.

Due to an increase in security services, the current allocation is expected to exceed the total contract amount prior to a new contract award. Therefore, an increase in allocation in the amount of $200,000 is requested. This purchase is being made from Pinellas County Bid No. 145-0311-B. The vendor provides unarmed uniformed security guard services at the Sanitation and Fleet Department complexes and the South Community Library.

The Procurement and Supply Management Department recommends for approval:

<table>
<thead>
<tr>
<th>Dynamic Security, Inc.</th>
<th>$200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$642,850</td>
</tr>
<tr>
<td>Allocation increase</td>
<td>200,000</td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$842,850</td>
</tr>
</tbody>
</table>

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Operating Fund (4021), Sanitation Department, Sanitation Administration Division (450-2237), Fleet Management Fund (5001), Fleet Management Department, Fleet Services Division (800-2521), and the General Fund (0001), Library Department, Library Administration Division (200-1133).

Attachments: Resolution

Approvals:

[Signature] Administrative

[Signature] Budget
A RESOLUTION APPROVING THE INCREASE IN THE AMOUNT OF $200,000 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENT WITH DYNAMIC SECURITY, INC. FOR SECURITY GUARD SERVICES; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $842,850; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 17, 2015, City Council approved a five-year blanket purchase agreement ("Agreement") with Dynamic Security, Inc. for security guard services at a total contract amount not to exceed $642,850; and

WHEREAS, an increase in the amount of $200,000 to the allocation for the Agreement is needed due to an increase security guard services; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the increase in the amount of $200,000 to the allocation for the Blanket Purchase Agreement with Dynamic Security, Inc. for security guard services is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $842,850.

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

This Resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]

City Attorney (Designee)
00452187
The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Pinellas County Schools for the after-school snack program, at an estimated annual cost of $186,000, for a total contract amount of $761,600. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Pinellas County Schools for the after-school snack program, at an estimated annual cost of $186,000, for a total contract amount of $761,600.

Explaination: On July 21, 2016, City Council approved a one-year blanket purchase agreement for the after-school snack program through July 31, 2017, with four, one-year renewal options. On July 20, 2017, and June 14, 2018, City Council approved one-year renewal options through July 31, 2018 and July 31, 2019, respectively. This is the third renewal.

The vendor provides snacks and beverages for children enrolled in the City’s after-school program. The schedule of the program is concurrent with the Pinellas County Schools’ weekday calendar. Services are also provided when schools are not in session, or on City holidays. During certain holiday periods, such as Spring Break, Fall Break, and Christmas Break, the City will self-vend the program. Throughout the program, City staff transports approximately 1,250 snacks per day from 11 designated school sites to the 11 recreation centers that participate in the program, transporting an average total of 232,500 snacks per year. The snacks are made in accordance with the specifications provided by the Florida Department of Health Bureau of Child Nutrition.

The Procurement Department, in cooperation with the Parks and Recreation Department, recommends renewal:

Pinellas County Schools............................................................... $186,000
(232,500 snacks @ 0.80 each)

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
</tr>
<tr>
<td>Allocation increase</td>
</tr>
<tr>
<td>1st renewal</td>
</tr>
<tr>
<td>2nd renewal</td>
</tr>
<tr>
<td>3rd renewal</td>
</tr>
<tr>
<td>New contract amount</td>
</tr>
</tbody>
</table>

The vendor agrees to uphold the terms and conditions of IFB No. 6099, dated June 9, 2016. Administration recommends renewal of the agreement based on the vendor’s past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through July 31, 2020.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department, Recreation Administration (190-1573).

Attachments: Delivery Locations
Sample Snack Menu
Price History
Resolution

Approvals:

By: Administrative

By: Budget
## Appendix A

### Delivery Locations 2019-2020 for After School Snack Program

<table>
<thead>
<tr>
<th>General Site Information</th>
<th>Beg Date End Date School Year</th>
<th>Est. Total Days</th>
<th>Pickup Location</th>
<th>Maximum Daily Meals</th>
<th>Maximum Total Meals</th>
<th>Est. Serving Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site #1 - Campbell Park Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Campbell Park Elementary</td>
<td>65</td>
<td>12,090</td>
<td>3:45 p.m.</td>
</tr>
<tr>
<td>601 14th St. S. St. Petersburg, FL 33705 Ph: (727)893-7733 Supvr. Verline Moore</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site #2 - Childs Park Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Fairmount Park Elementary</td>
<td>95</td>
<td>17,670</td>
<td>4:15 p.m.</td>
</tr>
<tr>
<td>4301 13th Ave. S. St. Petersburg, FL 33711 Ph: (727)893-7463 Supvr. Yolanda Anderson</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site #3 - Frank Pierce Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Lakewood Elementary</td>
<td>60</td>
<td>11,160</td>
<td>4:00 p.m.</td>
</tr>
<tr>
<td>2000 7th St. S. St. Petersburg, FL 33705 Ph: (727)893-7731 Supvr. Jennifer Ross</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site #4 - Gladden Park Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>New Heights Elementary</td>
<td>100</td>
<td>18,600</td>
<td>3:30 p.m.</td>
</tr>
<tr>
<td>3901 30th Ave. N. St. Petersburg, FL 33713 Ph: (727)893-7458 Supvr. Christopher Lampley</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Site #6 - J. W. Cate Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Westgate Elementary</td>
<td>170</td>
<td>31,620</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>5801 22nd Ave. N. St. Petersburg, FL 33710 Ph: (727)893-7443 Supvr. Robert Valenti</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site #5 - Lake Vista Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Lakewood High</td>
<td>135</td>
<td>25,110</td>
<td>4:00 p.m.</td>
</tr>
<tr>
<td>1401 62nd Ave. S. St. Petersburg, FL 33705 Ph: (727)893-7744 Supvr. Marci Reedy</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site #7 - Roberts Rec. Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Sexton Elementary</td>
<td>150</td>
<td>27,906</td>
<td>3:30 p.m.</td>
</tr>
<tr>
<td>1246 50th Ave. N. St. Petersburg, FL 33703 Ph: (727)893-7754 Supvr. Robert Lovelace</td>
<td></td>
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</tr>
<tr>
<td>Site #8 - Shore Acres Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>North Shore Elementary</td>
<td>100</td>
<td>18,600</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>4230 Shore Acres Blvd. NE St. Petersburg, FL 33703 Ph: (727)893-7758 Supvr. Brian Simonson</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Site #10</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Perkins Elementary</td>
<td>75</td>
<td>13,950</td>
<td>3:15 p.m.</td>
</tr>
<tr>
<td>Thomas “Jet” Jackson (formerly Wildwood) 1000 28th Street South St. Petersburg, FL 33712 Ph: 893-7750 Supvr. William “Billy” Hazellief</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Site #9 - Walter Fuller Center</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Azalea Elementary</td>
<td>110</td>
<td>20,460</td>
<td>2:00 p.m.</td>
</tr>
<tr>
<td>7891 26th Ave. N. St. Petersburg, FL 33710 Ph: (727)893-7443 Supvr. Tim Bodkin</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Site #11</td>
<td>beg: 8/14/19, end: 5/29/20</td>
<td>186</td>
<td>Lynch Elementary</td>
<td>190</td>
<td>35,340</td>
<td>3:00 p.m.</td>
</tr>
<tr>
<td>Willis S. Johns Center 6635 9th St. N. St. Petersburg, FL 33702 Ph: (727)893-7756 Supvr. Andy Chee</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>186</strong></td>
<td></td>
<td><strong>1,250</strong></td>
<td><strong>232,500</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Pick up/delivery times will be earlier than serving times
<table>
<thead>
<tr>
<th>Week 1</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/M/MA</td>
<td>Honey Scooters Cereal</td>
<td>Goldfish Cheddar Crackers</td>
<td>Blueberry Muffin</td>
<td>Marshmallow Mateys Cereal</td>
<td>Chocolate Elf Grahams</td>
</tr>
<tr>
<td>Fruit</td>
<td>1% White Milk</td>
<td>1% White Milk</td>
<td>Yogurt Cup**</td>
<td>6 oz. Fruit Juice Blend</td>
<td>6 oz. Apple Juice</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
<td>Colby Jack Cheese Stick &amp; 1 pkg. Saltine Crackers</td>
<td>6 oz. Fruit Juice Blend</td>
<td>6 oz. Apple Juice</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Week 2</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bread/M/MA</td>
<td>Alpha Bites Cereal</td>
<td>Goldfish French Toast</td>
<td>Yogurt Cup**</td>
<td>Choc Choc Chip Muffin</td>
<td>Jungle Grahams</td>
</tr>
<tr>
<td>Fruit</td>
<td>1% White Milk</td>
<td>1% White Milk</td>
<td>6 oz. Fruit Juice Blend</td>
<td>6 oz. Apple Juice</td>
<td>6 oz. Fruit Juice Blend</td>
</tr>
<tr>
<td>Milk</td>
<td></td>
<td></td>
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</tbody>
</table>

*Only cereals listed to be served. Must be 6 grams of sugar or less.

**All 4 oz. yogurts meet the bulk requirement. Bulk vanilla DOES NOT.
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>After School Snacks</td>
<td>$0.70</td>
<td>$0.78</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>$0.80</td>
<td>0.0%</td>
</tr>
</tbody>
</table>
A RESOLUTION APPROVING THE THIRD RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH PINELLAS COUNTY SCHOOLS FOR THE CITY’S AFTER-SCHOOL SNACK PROGRAM TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $186,000 FOR THIS RENEWAL TERM, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $761,600; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 21, 2016, City Council approved the award of a one-year blanket purchase agreement with four one-year renewal options for the City’s after-school snack program ("Agreement"); and

WHEREAS, on June 7, 2017, Administration approved an increase in the amount of $10,000 to the allocation for the Agreement to increase the funding needed for the remainder of the initial term of the Agreement; and

WHEREAS, on July 20, 2017, City Council approved the first one-year renewal option to the Agreement and increased the contract amount in the amount of $193,880 through July 31, 2018; and

WHEREAS, on June 14, 2018, City Council approved the second one-year renewal option to the Agreement and increased the contract amount in the amount of $203,000 through July 31, 2019; and

WHEREAS, Administration desires to exercise the third renewal option to the Agreement and increase the contract amount in the amount of $186,000 through July 31, 2020 (for a total contract amount not to exceed $761,600); and

WHEREAS, Pinellas County Schools has agreed to hold prices firm under the terms and conditions of IFB No. 6099; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Parks and Recreation Department recommends approval of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the third renewal option to the blanket purchase agreement with Pinellas County Schools for the City’s after-school snack program at a cost of $186,000 for the period of August 1, 2019 through July 31, 2020 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount not to exceed $761,600 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)

00452341
The following page(s) contain the backup material for Agenda Item: Approving a blanket purchase agreement with the School Board of Pinellas County, a sole source supplier, to provide transportation services for the Parks and Recreation Department, for a total annual contract amount of $600,000.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a blanket purchase agreement with the School Board of Pinellas County, a sole source supplier, to provide transportation services for the Parks and Recreation Department, for a total annual contract amount of $600,000.

Explanation: The City of St. Petersburg enters into a Vehicle Use Agreement annually with the School Board of Pinellas County to supply these services. The School Board of Pinellas County is the only local fleet with the capacity to provide this service. Due to the costs and logistics associated with utilizing a non-local fleet, a sole source procurement purchase is requested.

The School Board of Pinellas County provides school buses and drivers for City-sponsored field trips, and for before and after school child transit. For the Summer Program field trips, the City is charged $29.00 per hour, plus a mileage surcharge of $1.50 per mile. During the school year, the City is charged $13,901 for each before and after school bus run, and $66,000 for each before and after school bus route. These charges are the actual costs to the School Board. There is no cost impact to the City for the transportation, as these expenses are included in participants' registration fees for field trips and before- and after-school programs.

Last summer, approximately 1,000 school buses were used for Parks and Recreation play camp sites ($108,000). Last school year, the City had four school bus runs ($55,604) and six before- and after-school bus routes ($396,000).

The Procurement Department, in cooperation with the Parks & Recreation Department, recommends for award:

   School Board of Pinellas County ................................................................. $600,000

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 of over $100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source. The School Board of Pinellas County currently provides these services and has performed satisfactorily. The Vehicle Use Agreement will be effective from September 1, 2019, through August 31, 2020, and will be binding only for actual services received.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department (190), and various Parks Divisions.

Attachments: Sole Source Resolution

Approvals:

By: Administrative

Budget
**CITY OF ST. PETERSBURG**

**REQUEST FOR SOLE SOURCE**

<table>
<thead>
<tr>
<th>Department:</th>
<th>Parks and Recreation</th>
<th>Requisition No.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One:</td>
<td>X Sole Source</td>
<td>Proprietary Specifications</td>
<td></td>
</tr>
<tr>
<td>Proposed Vendor:</td>
<td>Pinellas County Schools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Total Cost:</td>
<td>$600,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Purpose of Function of items:** Transportation for Playcamp & Teen Camp Summer Field Trips; Before and After School transportation from Recreation Centers to Schools and back to the Recreation Centers.

**Justification for Sole Source of Proprietary specification:** Pinellas County Schools is the only local vendor capable of providing daily transportation for the 3000 children and teens during our summer programs which occur at 14 separate locations throughout the city and for the 1500 children and teen requiring transportation to and from school to attend our 11 Before and After School programs.

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.

**Department Director**

[Signature]

**Date**

2/1/16

**Administrator/Chief**

[Signature]

**Date**

2/17/16

**Louis Moore, Director**

Purchasing and Materials Management

**Date**

2-17-16

Sole Source Request - PCS Transportation.doc
A RESOLUTION DECLARING THE SCHOOL BOARD OF PINELLAS COUNTY ("THE SCHOOL BOARD") TO BE A SOLE SOURCE SUPPLIER FOR TRANSPORTATION SERVICES; APPROVING THE AWARD OF AN AGREEMENT TO THE SCHOOL BOARD TO PROVIDE TRANSPORTATION SERVICES FOR THE PARKS AND RECREATION DEPARTMENT FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $600,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase transportation services for City-sponsored field trips and before and after school child transit for the Parks and Recreation Department; and

WHEREAS, the School Board of Pinellas County is the sole local fleet with the capacity to provide transit for City-sponsored field trips and before and after school transportation for children participating in Parks and Recreation Department programs; 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 Parks and Recreation Department recommends approval of this award to the School Board of Pinellas County, 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 School Board of Pinellas County is declared a sole source supplier for transportation services for the Parks and Recreation Department.

BE IT FURTHER RESOLVED that the award of an agreement to the School Board of Pinellas County to provide transportation services for the Parks and Recreation Department for a total contract amount not to exceed $600,000 is hereby approved.

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

This resolution shall become effective immediately upon its adoption.

Approved by:

[Signature]
Legal Department
By: (City Attorney or Designee)
00452102
The following page(s) contain the backup material for Agenda Item: Approving a three-year blanket purchase agreement with Four Seasons Mowing and More, LLC, for grounds maintenance services, for the Fire Stations and Water Resources facilities, for a total contract amount of $316,512. Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a three-year blanket purchase agreement with Four Seasons Mowing and More, LLC, for grounds maintenance services, for the Fire Stations and Water Resources facilities, for a total contract amount of $316,512.

Explanation: The Procurement and Supply Management Department received five proposals for grounds maintenance at the fire stations and water resources facilities. The proposals were received from:

<table>
<thead>
<tr>
<th># Offerors</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Albritton's Lawn Care, LLC</td>
<td>$118,275</td>
</tr>
<tr>
<td>2. Anthony Munnerlyn, dba Philippians 413 Maintenance (SBE)</td>
<td>$152,100</td>
</tr>
<tr>
<td>3. Four Seasons Mowing and More, LLC (SBE)</td>
<td>$105,504</td>
</tr>
<tr>
<td>4. Green Thumb, Inc.</td>
<td>$ 74,274</td>
</tr>
<tr>
<td>5. Hemlock Park Investment Partners, dba Hemlock Lawn</td>
<td>$323,460</td>
</tr>
</tbody>
</table>

The proposals were evaluated by Chad Witbracht, Jonathan Bowen and Kelcy Green from Water Resources.

The proposals were evaluated based on the following criteria:

- Experience of firm
- Qualifications and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Cost or price

The vendor will perform grounds maintenance services that include lawn mowing; edging; hand weeding; mulching; tree trimming; pruning; pest control; and fertilization at 14 fire stations and three water reclamation facilities, namely the Northeast, Northwest, and the Southwest water reclamation facilities.

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

Four Seasons Mowing and More, LLC ...........................................$316,512
(Three-years @$105,504 per year)

The vendor has met the specifications, terms and conditions of RFP No. 7097 dated January 10, 2019. It has been determined that their proposal is the most responsible and responsive, and the most advantageous for the City. Four Seasons Mowing and More LLC, is headquartered in St. Petersburg, and has been in business for six years. They have previously performed satisfactorily these services for the City of St. Pete Beach. Four Season Mowing and More, LLC, is a Certified Small Business Enterprise, woman owned, and United States veteran managed firm.

Continued on Page 2
The agreement will be effective from date of approval through June 30, 2022, with one, two-year renewal option. A blanket purchase agreement will be issued to the vendor and will be binding only for actual services rendered.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Water Resources Fund (4001), General Fund (0001), Fire Department, Fire Administration Division (150-1485), Fire Suppression Division (150-1497), and Gandy Fire Station Division (150-1501), and the Emergency Medical Services Fund (1009), Fire Department, Emergency Medical Services Division (150-1513).

**Attachments:** Technical Evaluation (3 pages)
Resolution

**Approvals:**

[Signatures]
Summary Work Statement

The City received five proposals for RFP No. 7097, Grounds Maintenance, Fire Stations and Water Resources Facilities. The successful firm will provide grounds maintenance services for the City's fire stations and water resources facilities. The five proposals were received from:

1. Albritton's Lawn Care, LLC
2. Anthony Munnerlyn, dba Philippians 413 Maintenance
3. Four Seasons Mowing and More, LLC
4. Green Thumb, Inc.
5. Hemlock Park Investment Partners, dba Hemlock Lawn Maintenance

Evaluation Committee

Evaluation of the five proposals was conducted by:

Chad Witbracht, Senior Plant Maintenance Coordinator, Water Resources Department
Jonathan Bowen, Plant Maintenance Supervisor, Water Resources Department
Kelcy Green, Plant Maintenance Supervisor, Water Resources Department

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Experience of firm
- Qualifications and technical competence
- Capacity to accomplish the work
- Past performance on similar contracts
- Cost or price

Offerors' Profiles

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

Albritton's Lawn Care, LLC, Inc. is headquartered in St. Petersburg and has four employees designated to serve the City. The firm was incorporated in Florida in 2011, and has been in business for eight years.

Strengths include: They provided acceptable planning, equipment and scheduling in their proposal; they provided a daily service schedule by location, and have a cloud-based account management system.

Weaknesses include: They only have four employees to service the City's needs; with over 140 commercial and residential accounts, and their price point was mid-to-high compared to other proposals.

The proposal marginally meets the City's requirements.
Anthony Munnerlyn, dba Philippians 413 Maintenance is headquartered in St. Petersburg. They have approximately three employees designated to serve the City. The firm was incorporated in Florida in 1989, and has been in business for 30 years.

Strengths include: They have previously performed satisfactory work with the City of Pinellas Park, and Pinellas County; they have a Pinellas County certification in Best Practices and a fertilizer applicator license.

Weaknesses include: They only have three employees designated to service the City; they did not list any equipment to be used, nor did they complete the proposal methodology section.

The proposal did not meet the City's requirements.

Four Seasons Mowing and More, LLC, is headquartered in Clearwater. They have approximately six employees designated to serve the City. The firm was incorporated in Florida in 2013, and has been in business for six years.

Strengths include: They have the most employees designated to service the City; they provided a more comprehensive equipment listing; their proposal included a wet weather plan for the rainy season, and emphasized safety with quality control mechanisms; their pricing was the third lowest, and they are a certified small business enterprise, woman-owned, and United States veteran-managed firm.

Weaknesses include: They have only been in business for six years.

The proposal exceeds the City's requirements.

Green Thumb, Inc. is headquartered in St. Petersburg. They have approximately one employee designated to serve the City. The firm was incorporated in Florida in 1996 and has been in business for 23 years.

Strengths include: They have been in business for 23 years and have an adequate listing of equipment; and provided adequate documentation of qualifications.

Weaknesses include: They only have one employee designated to serve the City, and they did not provide pricing for any of the water resources facilities.

The proposal marginally meets the City's requirements.

Hemlock Park Investment Partners, dba Hemlock Lawn Maintenance is headquartered in St. Petersburg. They have approximately three to five seasonal employees designated to serve the City. The firm was incorporated in Florida in 2006, and has been in business for 13 years.

Strengths include: They have provided these services for municipalities in the past; and they possess licenses for the applications of fertilizer and chemical weed control.
Weaknesses include: They listed exceptions to the base agreement; they did not provide a proposal; or any methodology for completing the work; they were engaged in litigation with the City of Pinellas Park for breach of contract as the plaintiff.

The proposal does not meet the City's requirements.

Recommendation for Award

On March 4, 2019, the proposals were evaluated solely on the evaluation criteria established in the RFP. On April 16, 2019, the evaluation committee met to rank the proposals and make a recommendation for award. Following their evaluation, the evaluation committee ranked the proposals as follows:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Four Seasons Mowing and More, LLC</td>
</tr>
<tr>
<td>2.</td>
<td>Albritton's Lawn Care, LLC</td>
</tr>
<tr>
<td>3.</td>
<td>Anthony Munnerlyn,dba Philippians 413 Maintenance</td>
</tr>
<tr>
<td>4.</td>
<td>Green Thumb, Inc.</td>
</tr>
<tr>
<td>5.</td>
<td>Hemlock Park Investment Partners, LLC, dba Hemlock Lawn Maintenance</td>
</tr>
</tbody>
</table>

Four Seasons Mowing and More, LLC is recommended for award. The firm has met the requirements of RFP No. 7097, and was determined to be the most advantageous to the City taking into consideration that they provided a detailed proposal with a wet weather plan for the rainy season; emphasized safety with good quality control mechanisms; and they are a certified small business enterprise, woman-owned, and United States Veteran-managed firm; and the evaluation criteria set for in the RFP.

Chad Witbracht
Kelcy Bowen
Kelcy Green
A RESOLUTION APPROVING THE THREE-YEAR BLANKET PURCHASE AGREEMENT WITH A TWO-YEAR RENEWAL OPTION TO FOUR SEASONS MOWING AND MORE, LLC FOR GROUNDS MAINTENANCE SERVICES FOR THE FIRE STATIONS AND WATER RESOURCES FACILITIES IN THE AMOUNT OF $316,512 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department received (5) five proposals for grounds maintenance at the fire stations and water resources facilities pursuant to RFP No. 7097 dated January 10, 2019; and

WHEREAS, Four Seasons Mowing and More, LLC has met with the terms and conditions of RFP No. 7097; and

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, the three-year blanket purchase agreement with a two-year renewal option to Four Seasons Mowing and More, LLC for grounds maintenance at the fire stations and water resources facilities in the amount of $316,512 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Desigee)
00452278
The following page(s) contain the backup material for Agenda Item: Approving a two-year renewal of a blanket purchase agreement with Bill2Pay, LLC for lockbox services, at an estimated cost of $40,000, for a total contract amount of $298,750.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving a two-year renewal of a blanket purchase agreement with Bill2Pay, LLC for lockbox services, at an estimated cost of $40,000, for a total contract amount of $298,750.

Explanation: On July 14, 2016, City Council approved a three-year agreement for lockbox services through July 31, 2019. The agreement has one two-year renewal option. This is the first and final renewal.

The vendor provides collection, pick-up and processing of utility bill payments, processing of funds received and payment record retention.

The Procurement and Supply Management Department, in cooperation with the Billing and Collections Department, recommends renewal:

Bill2Pay, LLC (Jacksonville, FL) ................................................................. $40,000

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original agreement amount</td>
<td>$258,750</td>
</tr>
<tr>
<td>1st renewal</td>
<td>$40,000</td>
</tr>
<tr>
<td>Total agreement amount</td>
<td>$298,750</td>
</tr>
</tbody>
</table>

The vendor has agreed to renew under the same terms and conditions of RFP No. 7846, dated July 31, 2015. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the date of approval through July 31, 2021, with no renewal options remaining.

Cost/Funding/Assessment Information: Funds have been previously appropriated in Billing & Collections Fund (5201), Utility Cashiers Division (3501997).

Attachments: Resolution

Approvals:
A RESOLUTION APPROVING THE RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH BILL2PAY, LLC FOR LOCKBOX SERVICES TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF $40,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED $298,750; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 14, 2016, City Council approved the award of a three-year agreement with a one two-year renewal option to Bill2Pay, LLC for lockbox services for the Billing and Collections Department pursuant to RFP No. 7846, dated July 31, 2015; and

WHEREAS, the City desires to exercise the renewal option to extend the term and increase the contract amount in the amount of $40,000 for this renewal term; and

WHEREAS, Bill2Pay, LLC has agreed to renew with the same terms and condition of RFP No. 7846; and

WHEREAS, the Procurement & Supply Management Department in cooperation with the Billing and Collections Department recommends approval of this renewal.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, the renewal option to the blanket purchase agreement with Bill2Pay, LLC for lockbox services to extend the term and increase the contract amount in the amount of $40,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed $298,750.

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

This Resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)

00452279
The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Tetra Tech Inc. for Post-Disaster Debris Monitoring Services for the City.
Please scroll down to view the backup material.
To: The Honorable Charlie Gerdes, Chair, and Members of City Council

Subject: Approving the renewal of a blanket purchase agreement with Tetra Tech Inc. for Post-Disaster Debris Monitoring Services for the City.

Explanation: On June 2, 2016, City Council approved a three-year agreement for post-disaster debris monitoring services through June 30, 2019. The agreement has two, one-year renewal options. This is the first renewal.

In the event of a disaster, the vendor will monitor debris removal, including contractors’ truckload weight, as well as size and type of debris removed, to ensure full compliance with FEMA and environmental regulations. In addition, the vendor will provide disaster recovery technical support, including assistance with documentation and funds recovery from the State of Florida and the FEMA Public Assistance Program, as applicable, for eligible work.

There is no cost to the City for entering into the agreement. The rates as outlined in the fee schedule only apply upon the City’s authorized request for service after an actual emergency.

The Procurement and Supply Management Department recommends renewal:

Tetra Tech, Inc. (Pasadena, CA)

Tetra Tech, Inc. has agreed to hold rates firm under the terms and conditions of RFP No. 7954, dated January 27, 2016. Administration recommends renewal of the agreement based on the vendors’ past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. The renewal will be effective from the date of approval through June 30, 2020.

Cost/Funding/Assessment Information: Funds will be obtained through the appropriate department’s budget. In the event additional funds are needed, a supplemental appropriation will be request from Council.

Attachments: Fee Schedule (2 pages)
Resolution

Approvals:

[Signature]
Administrative

[Signature]
Budget
Fee Schedule

Post-Disaster Debris Monitoring Services*
Fees shown below are all-inclusive of overhead, administrative costs, per-diem costs, transportation costs, and all other direct or indirect costs or charges.

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager with vehicle, camera and cellular phone</td>
<td>$72.00</td>
</tr>
<tr>
<td>Operation Manager/Deputy Project Mgr. with vehicles, camera, and cellular phone</td>
<td>$62.00</td>
</tr>
<tr>
<td>GIS Analyst</td>
<td>$42.00</td>
</tr>
<tr>
<td>Field Supervisor</td>
<td>$45.00</td>
</tr>
<tr>
<td>Debris Site/Tower Monitors</td>
<td>$33.00</td>
</tr>
<tr>
<td>Billing/Invoice Analysts</td>
<td>$45.00</td>
</tr>
<tr>
<td>Project Assistants</td>
<td>$32.00</td>
</tr>
<tr>
<td>Field Coordinators (Crew Monitors)</td>
<td>$33.00</td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

Schedule of Hourly Labor Rates for Public Assistance, Grant Application, Administration and Management Services*
The fees for these services can be provided to the City on a time and materials basis, or other alternative compensation structure. Non-labor related expenses will be invoiced at cost without mark-up.

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rates</th>
<th>Responsibilities</th>
</tr>
</thead>
</table>
| Senior Grant Management Consultant | $145.00     | • Independently evaluates, selects, and applies standard planning, analytical, or scientific techniques and procedures  
• Uses judgment to make minor adaptations and modifications to solutions  
• Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents  
• Individually responsible for single phase of a client project, thus having oversight and responsibility for its successful management  |
<table>
<thead>
<tr>
<th>Grant Management Consultant</th>
<th>$125.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Evaluates, selects, and applies standard planning, analytical, or scientific techniques and procedures</td>
<td></td>
</tr>
<tr>
<td>- Uses judgment to make minor adaptations and modifications to solutions</td>
<td></td>
</tr>
<tr>
<td>- Performs work involving conventional plans, investigations, surveys, structures, or equipment with relatively few complex features for which there are few precedents</td>
<td></td>
</tr>
<tr>
<td>- May be individually responsible for single phase of a client project, thus having oversight and responsibility for its successful management</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administrative Assistant</th>
<th>$56.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Responsible for a wide array of administrative duties, including maintaining work product records, project filing, word processing, document proofing, project communications and correspondence, and assisting the project manager with miscellaneous administrative and clerical tasks</td>
<td></td>
</tr>
</tbody>
</table>

Source: Tetra Tech, Inc.
A RESOLUTION APPROVING THE FIRST RENEWAL TO THE BLANKET PURCHASE AGREEMENT WITH TETRA TECH, INC. FOR POST-DISASTER DEBRIS MONITORING SERVICES TO EXTEND THE TERM UNTIL JUNE 30, 2020; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 2, 2016, City Council approved a three-year blanket purchase agreement with two one-year renewal options with Tetra Tech, Inc. for post disaster debris monitoring services in the event of a disaster to ensure compliance with environmental regulations and Federal Emergency Management Agency (FEMA) requirements; and

WHEREAS, Administration desires to exercise the first renewal to extend the term through June 30, 2020; and

WHEREAS, Tetra Tech, Inc. has agreed to hold prices firm under the terms and conditions of RFP No. 7954; and

WHEREAS, the Procurement & Supply Management Department recommends approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first renewal to the blanket purchase agreement with Tetra Tech, Inc. for post disaster debris monitoring services to extend the term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

Approved by:

City Attorney (Designee)

00452347
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a Second Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months. Requires affirmative vote of at least six (6) members of City Council. Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 13, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a Second Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management received authorization from Leisure Services Administration to extend the term of the license agreement for a period of one (1) year with Pinellas Studio of Dance, Inc. ("PSD"), for the use of the second-floor space (consisting of ±6,140 sq. ft.) within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg ("Premises"), that PSD has utilized since July 1, 2017. Through the adoption of Resolution No. 2017-364, on June 15, 2017, City Council approved a one-year License Agreement ("License"), with extensions for up to two (2) successive one (1) year terms, that provided the Licensee use of the Premises for the primary purpose of providing instruction, classes and an annual special event for advanced dance students. This will be the final of the allowed extensions following the approval of the License, subject to City Council approval.

PSD has executed a Second Amendment to License for a term of twelve (12) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. PSD will provide instruction, classes and an annual special event for advanced dance students. The license fee will be three hundred dollars ($300.00) per month, plus applicable taxes during the term, due to the fact that the Premises is not a heated/air-conditioned space. The Licensee is responsible for daily cleaning and removal of all trash and debris, in addition to providing and paying for all costs (including installation, deposits, and usage) for utilities, telephone services, internet, and cable television in association with its use of the Premises. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee’s use of the Premises. The License may be terminated without cause by either party with sixty (60) days written notice prior to the scheduled date of termination.
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (DC-2) Downtown Center-2.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a Second Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: [Signature]

Budget: N/A

Legal: [Signature]

(As to consistency w/attached legal documents)
ILLUSTRATION
(Pinellas Studio of Dance, Leasehold)
Resolution No. 2019 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A SECOND AMENDMENT TO LICENSE AGREEMENT WITH PINELLAS STUDIO OF DANCE, INC., A FLORIDA CORPORATION, FOR USE OF ±6,140 SQ. FT. WITHIN THE ST. PETERSBURG SHUFFLEBOARD CLUB BUILDING LOCATED AT 559 MIRROR LAKE DRIVE NORTH, ST. PETERSBURG, FOR A PERIOD OF TWELVE (12) MONTHS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pinellas Studio of Dance, Inc. ("Licensee") desires to continue use of the second-floor space (consisting of ±6,140 sq. ft.) of the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, which is classified as Parkland, that the Licensee has utilized since July 1, 2017; and

WHEREAS, through the adoption of Resolution No. 2017-364, on June 15, 2017, City Council approved a one-year License Agreement ("License"), with extensions for up to two (2) successive one (1) year terms, that provided the Licensee use of the Premises for the primary purpose of providing instruction, classes and an annual special event for advanced dance students, subject to City Council approval; and

WHEREAS, the proposed Second Amendment to License will be for a term of twelve (12) months, commencing July 1, 2019 and ending June 30, 2020 ("Renewal Term"), subject to City Council approval; and

WHEREAS, the Licensee will continue to pay a license fee of three hundred dollars ($300.00) per month, plus applicable taxes during the Renewal Term; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a Second Amendment to License Agreement with Pinellas Studio of Dance, Inc., a Florida corporation, for use of ±6,140 sq. ft. within the St. Petersburg Shuffleboard Club building located at 559 Mirror Lake Drive North, St. Petersburg, for a period of twelve (12) months; and to execute all documents necessary to effectuate same.
This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)

APPROVED BY:

[Signature]

Michael J. Jefferis, Administrator
Leisure Services

APPROVED BY:

[Signature]

Alfred Wendler, Director
Real Estate and Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his
designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit
corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg,
as legally described in the attached Exhibit "A", for a period of thirty-six (36) months at an
aggregate fee of $36.00.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 13, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit "A", for a period of thirty-six (36) months at an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate & Property Management Department received a request from Lutheran Services Florida, Inc. ("LSF") to enter into a new agreement to continue its operations to provide the Head Start/Early Head Start program ("Head Start Program") to the children and families of St. Petersburg within the Jordan School site, which includes the historic Jordan Elementary School building, parking lot and an area at the rear of the site for the location of one (1) modular structure located at 2390 - 9th Avenue South, St. Petersburg ("Premises"), that LSF has utilized since July 1, 2013.

LSF has executed a new License Agreement ("Agreement") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges provided to the prior operators. LSF will continue to coordinate the Head Start Program at the Premises through its partnering agency, the R’Club Childcare, Inc. ("R’Club"), with LSF being the responsible party for compliance with the Agreement. The rental rate is one dollar ($1.00) per month or thirty-six ($36.00) for the entire term. LSF is responsible for all interior and exterior maintenance of the buildings and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, LSF will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, and has agreed to indemnify and hold harmless the City from and against all claims or demands that may arise or be claimed on account of LSF’s use of the Premises.

These terms and conditions are consistent with prior licenses with prior operators of the Head Start Program and other non-profit organizations. Under the terms of the Agreement, "the City is under no obligation to locate or provide a replacement Premises under any circumstances..."
RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit "A", for a period of thirty-six (36) months at an aggregate fee of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration, Resolution, and Exhibit "A"

APPROVALS:
Administration: [Signature]
Budget: N/A
Legal: [Signature] (As to consistency w/attached legal documents)
Resolution No. 2019 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH LUTHERAN SERVICES FLORIDA, INC., A FLORIDA NON-PROFIT CORPORATION, FOR THE USE OF THE JORDAN SCHOOL SITE LOCATED AT 2390 – 9TH AVENUE SOUTH, ST. PETERSBURG, AS LEGALLY DESCRIBED IN THE ATTACHED EXHIBIT “A”, FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AN AGGREGATE FEE OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lutheran Services Florida, Inc. ("LSF") desires to continue utilizing the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, that LSF has utilized for the purpose of providing the Head Start/Early Head Start program ("Head Start Program") to children and families within St. Petersburg since July, 2013; and

WHEREAS, the proposed license agreement ("Agreement") will be for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing LSF with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, LSF will continue to coordinate the Head Start Program at the Premises through its partnering agency, the R’Club Childcare, Inc. ("R’Club"), with LSF being the responsible party for compliance with the Agreement; and

WHEREAS, the rental rate is one dollar ($1.00) per month or thirty-six ($36.00) for the entire term; and

WHEREAS, LSF is responsible for all interior and exterior maintenance of the buildings and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance; and

WHEREAS, LSF will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, and has agreed to indemnify and hold harmless the City from and against all claims or demands that may arise or be claimed on account of the LSF’s use of the Premises; and
WHEREAS, under the terms of the Agreement, "The City is under no obligation to locate or provide a replacement facility under any circumstances...".

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a License Agreement with Lutheran Services Florida, Inc., a Florida non-profit corporation, for the use of the Jordan School site located at 2390 – 9th Avenue South, St. Petersburg, as legally described in the attached Exhibit "A", for a period of thirty-six (36) months at an aggregate fee of $36.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]

City Attorney (Designee)

00452742.doc v1

APPROVED BY:

[Signature]

Joshua A. Johnson, Director
Housing & Community Development

APPROVED BY:

[Signature]

Alfred Wendler, Director
Real Estate and Property Management
EXHIBIT "A"

(Description of Premises Licensed to Lutheran Services Florida, Inc.)

A TRACT OF LAND THAT IS A PORTION OF:

LOTS 1 THROUGH 7, LOTS 22 THROUGH 35, AND LOTS 50 THROUGH 56, PRATHER'S SIXTH ROYAL SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 93, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

TOGETHER WITH THAT CERTAIN 40-FOOT RIGHT-OF-WAY (13th AVENUE SOUTH PER PLAT) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOTS 22 THROUGH 28 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOTS 29 THROUGH 35 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, AND BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH;

TOGETHER WITH THAT CERTAIN 10-FOOT RIGHT-OF-WAY (ALLEY PER PLAT) BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOTS 29 THROUGH 35 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOTS 50 THROUGH 56 OF SAID PRATHER'S SIXTH ROYAL SUBDIVISION, BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, AND BOUNDED ON THE EAST BY THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH.

SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RIVET & DISK FOR THE NORTHEAST CORNER OF LOT 1, SAID PRATHER'S SIXTH ROYAL SUBDIVISION; THENCE S 00°11'44" E, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH, A DISTANCE OF 115.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT AND THE POINT OF BEGINNING; THENCE S 00°11'44" E, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF JORDAN PARK STREET SOUTH, A DISTANCE OF 215.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N 89°59'26" W, OVER AND ACROSS SAID LOTS 50 THROUGH 56, A DISTANCE OF 258.82 FEET TO THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH FOR THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 00°03'01" E, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF 24th STREET SOUTH, A DISTANCE OF 215.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE S 89°59'25" E, OVER AND ACROSS SAID LOTS 22 THROUGH 28, A DISTANCE OF 257.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 55,546 SQUARE FEET OF LAND (1.275 ACRES), MORE OR LESS.
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6) members of City Council.

Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 13, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate and Property Management received a request from Northwest Youth Baseball, Inc. ("NYB") to enter into a License Agreement for another three (3) year term, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg that NYB has utilized since 1984.

NYB has executed a new License Agreement ("License") for a term of thirty-six (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The rental rate is one dollar ($1.00) per month or thirty-six ($36.00) for the entire term. The Licensee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance. The City shall provide cleaning services including all consumable materials and maintenance of the restrooms. Additionally, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a not-for-profit, private organization ", . . . the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior licenses with this and other not-for-profit organizations. Under the terms of the license, "the City is under no obligation to provide a replacement facility under any circumstances."
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Northwest Youth Baseball, Inc., a Florida not-for-profit corporation, for the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three (3) years at an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Resolution No. 2019 - _____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH NORTHWEST YOUTH BASEBALL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF A RESTROOM / CONCESSION STAND / STORAGE BUILDING WITHIN A PORTION OF CITY-OWNED NORTHWEST PARK LOCATED AT 5801 – 22ND AVENUE NORTH, ST. PETERSBURG, FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE RENT OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Northwest Youth Baseball, Inc. ("Licensee") desires to continue to license certain City-owned property, which is classified as Parkland, to operate a restroom/concession stand/storage building located within a portion of Northwest Park, that the Licensee has utilized since 1984; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid at the commencement of the License; and

WHEREAS, the Licensee is responsible for all interior and exterior maintenance of the building and utilities including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and insurance; and

WHEREAS, the City shall provide cleaning services including all consumable materials and maintenance of the restrooms; and

WHEREAS, the Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee’s use of the Premises; and

WHEREAS, the License may be terminated without cause by either party by providing written notice no less than ninety (90) days prior to the scheduled date of termination; and
WHEREAS, due to the limited financial resources of the organization, the
City is charging nominal rent and recommending that the reserve for replacement
requirement be waived in an effort to minimize operating costs; and

WHEREAS, the License is in accordance with the policies established in
City Council Resolution No. 79-740A with the exception that the reserve for replacement
requirement is being waived; and

WHEREAS, these terms and conditions are consistent with prior licenses
with this and other not-for-profit organizations; and

WHEREAS, under the terms of the License the City is under no obligation
to provide a replacement facility under any circumstances; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront
Property, permits City Council approval of licenses for Park and Waterfront property for
three (3) years or less on residentially-zoned property with approval by an affirmative
vote of at least six (6) members of City Council; and

WHEREAS, the subject property is zoned (NS-E) Neighborhood Suburban
Estate.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of
St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a License
Agreement with Northwest Youth Baseball, Inc., a Florida not-for-profit corporation, for
the use of a restroom/concession stand/storage building within a portion of City-owned Northwest Park located at 5801 – 22nd Avenue North, St. Petersburg, for a period of three
(3) years at an aggregate rent of $36.00; and to execute all documents necessary to
effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement
of City Council Resolution No. 79-740A is waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Michael J. Jefferis, Administrator
Leisure Services

APPROVED BY:

Alfred Wendler, Director
Real Estate and Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his
designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-
for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror
Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of
thirty-six (36) months for an aggregate fee of $36.00 for the entire term, plus an additional fee of
$700.00 per month for water and electrical usage; and waiving the reserve for replacement
requirement of City Council Resolution No. 79-740A. Requires affirmative vote of at least six (6)
members of City Council.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 13, 2019

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00 for the entire term, plus an additional fee of $700.00 per month for water and electrical usage; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate & Property Management received a request from the Parks & Recreation Department ("Parks") to enter into a new license agreement with the St. Petersburg Shuffleboard Club ("Club") for the use of the shuffleboard recreational facilities consisting of a clubhouse, shuffleboard courts, bleachers, restrooms, tournament booth, the first floor bridge room and the non-exclusive use of the lawn bowling court adjacent to the shuffleboard courts within the Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg ("Premises"), that the Club has utilized since July 1, 2016.

The Club is a not-for-profit social club formed in 1924, and over the years the Club worked with the City on building what became the Premises, beginning with two shuffleboard courts and ending up with the largest shuffleboard facility in the world.

The Club ("Licensee") has executed a License Agreement ("Agreement"), for a term of thirty-six (36) months, subject to City Council approval, with the following major business points:

- The aggregate fee is thirty-six dollars ($36.00) for the entire term.
- Licensee will pay an additional fee of $700.00 per month for water and electrical usage, in addition to applicable taxes and insurance.
- Licensee will maintain the interior and exterior of the building Systems within the Premises, as defined in the Agreement, and pay for repairs to the Systems up to $5,000 annually.
- The Licensee may rent the Premises, or parts thereof, to other organizations for meetings, weddings, and parties.
- The Licensee, Licensee's invitees, or parties renting the Premises from the Licensee, may play live or recorded music which shall cease no later than 11 p.m., and the kitchen facilities shall be used for the preparation, temporary storage, reheating and serving of food but no cooking shall be allowed.
• Subject to the availability of funds, as determined in the City’s sole discretion, the City may make any repair that exceeds $5,000, with the Licensee contributing the first $5,000 annually.

• City maintenance obligations are limited to repairs necessitated by structural defects in the Premises, and amounts exceeding the specific expense caps noted above; the City will provide maintenance of the greenspace, the Lawn Bowling Court and trimming of all trees within the Premises.

• Licensee will maintain a commercial general liability insurance policy in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee’s use of the Premises.

• The Agreement may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization “...the organization pays operating costs plus a reserve for replacement.” Since the Licensee is responsible for maintenance and improvements to the buildings within the Premises for its intended use, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. Under the terms of the Agreement, the City is under no obligation to locate or provide a replacement facility under any circumstances.

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Downtown Center - 2 (DC-2).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00 for the entire term, plus an additional fee of $700.00 per month for water and electrical usage; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

APPROVALS: Administration: 

Budget: N/A

Legal: (As t3 consistency w/attached legal documents)
Resolution No. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE ST. PETERSBURG SHUFFLEBOARD CLUB, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF THE SHUFFLEBOARD FACILITIES WITHIN THE CITY-OWNED HISTORIC MIRROR LAKE RECREATION COMPLEX LOCATED AT 559 MIRROR LAKE DRIVE NORTH, ST. PETERSBURG, FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR AN AGGREGATE FEE OF $36.00 FOR THE ENTIRE TERM, PLUS AN ADDITIONAL FEE OF $700.00 PER MONTH FOR WATER AND ELECTRICAL USAGE; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the St. Petersburg Shuffleboard Club ("Licensee") desires to continue to license certain City-owned real property for use of the shuffleboard facilities and the non-exclusive use of the lawn bowling court adjacent to the shuffleboard courts within the historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg ("Premises") that the Licensee has utilized since July 1, 2016; and

WHEREAS, the proposed License Agreement ("Agreement") will be for a term of thirty-six (36) months, at an aggregate rent of $36.00, to be paid at the commencement of the Agreement, with the Licensee paying an additional fee of $700.00 per month for water and electrical usage, in addition to applicable taxes and insurance; and

WHEREAS, the Licensee will maintain the interior and exterior of the building Systems within the Premises, as defined in the Agreement, and pay for repairs to the Systems up to $5,000 annually; and subject to the availability of funds and as determined in the City's sole discretion, the City may make any repair that exceeds the Licensee's payment of the first $5,000 annually; and

WHEREAS, the Agreement is in accordance with the policies established in Resolution No. 79-740A, provided however that due to the Licensee being responsible for maintenance and improvements to the buildings within the Premises for its intended use, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and
WHEREAS, under the terms of the Agreement, the City is under no obligation to locate or provide a replacement facility under any circumstances; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for five (5) years or less on commercially-zoned property with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a License Agreement with the St. Petersburg Shuffleboard Club, a Florida not-for-profit corporation, for the use of the shuffleboard facilities within the City-owned historic Mirror Lake Recreation Complex located at 559 Mirror Lake Drive North, St. Petersburg, for a period of thirty-six (36) months for an aggregate fee of $36.00 for the entire term, plus an additional fee of $700.00 per month for water and electrical usage; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)

APPROVED BY:

Michael J. Jeffers, Administrator
Leisure Services

APPROVED BY:

Alfred Wendler, Director
Real Estate and Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a three (3) year Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg for an aggregate rent of $36.00. Requires affirmative vote of at least six (6) members of City Council. Please scroll down to view the backup material.
TO: The Honorable Charles W. Gerdes, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a three (3) year Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 13th Avenue South, St. Petersburg for an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: The Tennis Foundation of St. Petersburg, Inc. ("Tennis Foundation") currently leases and operates the St. Petersburg Tennis Center ("Tennis Center") under a twenty (20) year lease agreement ("Long-Term Lease") to provide tennis instruction and other activities within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg. On June 16, 2016, City Council adopted Resolution No. 2016-256 authorizing the execution of a Short-Term Lease with the Tennis Foundation for a period of three (3) years, commencing July 1, 2016 and ending on June 30, 2019, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts ("Additional Courts") for the Tennis Center with the City’s contribution of $97,000. On November 2, 2017, City Council adopted Resolution No. 2017-630 authorizing increased funding in the amount of $54,320 to support the environmental compliance of the project as a requirement of the Southwest Florida Water Management Division. The construction of the Additional Courts for the Tennis Center has been completed.

Real Estate & Property Management received a request from the Tennis Foundation to extend its use of the premises for another three (3) year term at the Tennis Center to continue utilizing the Additional Courts within an area outside the referendum approved premises under the Long-Term Lease. The new short-term lease is required to allow the Tennis Foundation to continue utilizing the area outside the referendum approved Long-Term Lease premises.

The Tennis Foundation has executed the new lease for the extended premises for a term of three (3) years ("Short-Term Lease") to commence on July 1, 2019 for an aggregate rent of $36.00, for the Tennis Foundation’s patrons continued use of the Additional Courts at the Tennis Foundation’s sole cost and expense, subject to City Council approval. The Tennis Foundation is required to comply with all requirements of the Long-Term Lease which are incorporated into the Short-Term Lease. Additionally, the Tennis Foundation shall comply with all requirements of the Long-Term Lease and amendments thereto.
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a three (3) year Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg for an aggregate rent of $36.00; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration: 

Budget: N/A

Legal: (As to consistency w/attached legal documents)
Resolution No. 2019 -

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A THREE (3) YEAR, SHORT-TERM LEASE AGREEMENT WITH THE TENNIS FOUNDATION OF ST. PETERSBURG, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF AN AREA OUTSIDE OF THE REFERENDUM-APPROVED LEASED PREMISES TO ACCOMMODATE THE FOUR (4) NEW HAR-TRU TENNIS COURTS WITHIN CITY-OWNED BARTLETT PARK LOCATED AT 650 – 18TH AVENUE SOUTH, ST. PETERSBURG FOR AN AGGREGATE RENT OF $36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tennis Foundation of St. Petersburg, Inc. ("Tennis Foundation") currently leases and operates the St. Petersburg Tennis Center ("Tennis Center") under a twenty (20) year lease agreement ("Long-Term Lease") to provide tennis instruction and other activities within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg; and

WHEREAS, on June 16, 2016, City Council adopted Resolution No. 2016-256 authorizing the execution of a Short-Term Lease with the Tennis Foundation for a period of three (3) years, commencing July 1, 2016 and ending on June 30, 2019, for additional premises to accommodate the addition and construction of four (4) new Har-Tru tennis courts ("Additional Courts") for the Tennis Center with the City’s contribution of $97,000; and

WHEREAS, on November 2, 2017, City Council adopted Resolution No. 2017-630 authorizing increased funding in the amount of $54,320 to support the environmental compliance of the project as a requirement of the Southwest Florida Water Management Division; and

WHEREAS, the construction of the Additional Courts for the Tennis Center has been completed; and

WHEREAS, the Tennis Foundation desires to continue utilizing the Additional Courts for its patrons at the Tennis Center within an area outside the referendum approved premises under the Long-Term Lease; and
WHEREAS, the proposed Short-Term Lease Agreement will be for a term of three (3) years, subject to City Council approval, with the terms and conditions providing the Tennis Foundation with the same basic rights and privileges it has enjoyed during the preceding term; and

WHEREAS, the rental rate is one dollar ($1.00) per month or thirty-six ($36.00) for the entire term; and

WHEREAS, the Tennis Foundation is required to comply with all requirements of the Long-Term Lease which are incorporated into the Short-Term Lease including all amendments thereto; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with an affirmative vote of at least six (6) members of City Council.

NOW, THEREFORE BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a three (3) year, Short-Term Lease Agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of an area outside of the referendum approved leased premises to accommodate the four (4) new Har-Tru tennis courts within City-owned Bartlett Park located at 650 – 18th Avenue South, St. Petersburg for an aggregate rent of $36.00; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

City Attorney (Designee)
Legal. 00452865.doc v3

APPROVED BY:

Michael J. Jeffries, Administrator
Leisure Services

APPROVED BY:

Alfred Wendler, Director
Real Estate & Property Management
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-02-AEC/W (“Task Order”), as amended, to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. (“A/E”), for the A/E to provide construction phase services related to the Cosme WTP Filter Valve Replacement and Concrete Wall Penetration Repair Project in an amount not to exceed $51,625.05; providing that the total Task Order, as amended, shall not exceed $148,521.87 (ECID Project No. 18069-111, Oracle No. 16429); and providing an effective date.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 13, 2019

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-02-AEC/W ("Task Order"), as amended, to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E"), for the A/E to provide construction phase services related to the Cosme WTP Filter Valve Replacement and Concrete Wall Penetration Repair Project in an amount not to exceed $51,625.05; providing that the total Task Order, as amended, shall not exceed $148,521.87 (ECID Project No. 18069-111, Oracle No. 16429); and providing an effective date.

EXPLANATION: The City of St. Petersburg has owned and operated the Cosme Water Treatment Plant ("Cosme") located in Odessa, FL, which receives raw and finished water from Tampa Bay Water, since 1929. Cosme has ten filters that have 24-inch drain valves and companion electric actuators, installed in 1992, which need to be replaced. In addition, at filters 5 through 10, six wall penetrations that allow a 24-inch pipe to pass from the filter through concrete into the filter pipe gallery are leaking. The City is requesting to replace the ten valves/actuators and re-construction of the six wall penetrations.

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

On February 12, 2018, ECID administratively approved Task Order No. 16-02-AEC/W in the amount of $42,497.06 which provided for professional engineering services including, but not limited to, project management and preliminary design services.

On March 1, 2018, City Council approved Amendment No. 1 to Task Order No. 16-02-AEC/W in the amount of $54,399.76 which provided for professional engineering services including, but not limited to, final design, attend pre-bid meeting, assisting the city with addendums, reviewing and evaluating each bid, and contact references of apparent low bidder. This approval included an Allowance for Additional Services in the amount of $8,000.

Amendment No. 2 to Task Order No. 16-02-AEC/W in the amount of $51,625.05 will provide professional engineering services including, but not limited to, additional project management, attending pre-construction meeting, shop drawings review, operation and maintenance manual review, site visits, RFIs, startup assistance, inspection, and prepare record drawings.

Task Order No. 16-02-AEC/W, Amendment No. 1 to Task Order No. 16-02-AEC/W, Amendment No 2 to Task Order No. 16-02-AEC/W include the following phases and associated lump sum costs respectively:

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<th>Phase</th>
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<th>Status</th>
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<tr>
<td>Project Management</td>
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<tr>
<td>Design Services</td>
<td>$31,842.56</td>
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</table>
Amendment No. 1

Technical Specifications $9,790.96 (Approved)
Contract Documents $28,677.04 (Approved)
Bidding Phase Services $7,931.76 (Approved)
Allowance $8,000.00 (Approved)

Amendment No. 2

Project Management $11,365.95 (New)
Construction Phase Services $40,259.10 (New)

A/E Total $148,521.87

Contractor costs for the improvements was approved by Council as a separate Agreement on May 2, 2019.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 2 to Task Order No. 16-02-AEC/W ("Task Order"), as amended, to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E"), for the A/E to provide construction phase services related to the Cosme WTP Filter Valve Replacement and Concrete Wall Penetration Repair Project in an amount not to exceed $51,625.05; providing that the total Task Order, as amended, shall not exceed $148,521.87 (ECID Project No. 18069-111, Oracle No. 16429); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Project Fund (4003) COS Filters Repair/Repl FY18 Project (16429).

ATTACHMENTS: Resolution
Amendment No. 2 Task Order No. 16-02-AEC/W

APPROVALS: [Signature]
Administrative

[Signature]
Budget
RESOLUTION 2019-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO TASK ORDER NO. 16-02-AEC/W ("TASK ORDER"), AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 13, 2016 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND AECOM TECHNICAL SERVICES, INC. ("A/E") FOR A/E TO PROVIDE CONSTRUCTION PHASE SERVICES RELATED TO THE COSME WTP FILTER VALVE REPLACEMENT AND CONCRETE WALL PENETRATION REPAIR PROJECT IN AN AMOUNT NOT TO EXCEED $51,625.05; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED $148,521.87 (ECID PROJECT NO. 18069-111, ORACLE NO. 16429); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St Petersburg, Florida ("City") and AECOM Technical Services, 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, on February 12, 2018, Administration issued Task Order No. 16-02-AEC/W ("Task Order") in an amount not to exceed $42,497.06 for A/E to provide project management and preliminary design services for the Cosme WTP Filter Valve Replacement and Concrete Wall Penetration Repair Project; and

WHEREAS, on March 1, 2018, City Council approved Amendment No. 1 to the Task Order in an amount not to exceed $54,399.76 for A/E to provide professional engineering services including but not limited to final design, attend pre-bid meeting, assist the city with addendums, review and evaluate bids, and contact references of apparent low bidder; and

WHEREAS, Administration desires to issue Amendment No. 2 to the Task Order, as amended, for A/E to provide construction phase services included but not limited to additional project management, attending pre-construction meeting, shop drawings review, operation and maintenance manual review, site visits, RFIs, startup assistance, inspection, and preparation of record drawings in an amount not to exceed $51,625.05.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute Amendment No. 2 to Task Order No. 16-02-AEC/W ("Task Order"), as amended, to the architect/engineering agreement dated December 13, 2016 between the City of St. Petersburg, Florida and AECOM Technical Services, Inc. ("A/E") for A/E to provide construction phase services related to the Cosme WTP Filter Valve Replacement and Concrete Wall Penetration Repair Project in an amount not to exceed $51,625.05.
BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed $148,521.87.

This resolution shall become effective immediately upon its adoption.

Approved by:

Legal Department
By: (City Attorney or Designee)

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
    Firm: AECOM Technical Services, Inc.
    Amendment No. 2 to Task Order No. 16-02-AEC/W in the amount of $51,625.05

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

1. Summary of Reasons for Selection

   The project involves construction phase services for replacement of valves and piping at the COSME Water Treatment Plant. This project is a continuation of the planning and design phase services.

   AECOM Technical Services, Inc. has satisfactorily completed similar work with piping, valve and actuation design and replacement and has significant experience in the design, permitting and construction phase activities of water treatment facilities.

   AECOM Technical Services, Inc. has satisfactorily completed similar work under pervious A/E Annual Master Agreements in 2012, and is familiar with the City Standards.

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

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

**Transaction Report**

for

**AECOM Technical Services, Inc.**

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

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

**A/E Agreement Expiration - November 02, 2020**

<table>
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<tr>
<th>Task Order No.</th>
<th>Project No.</th>
<th>Project Title</th>
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<th>Authorized Amount</th>
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<td>01</td>
<td>17101-111</td>
<td>SWWRF and NWWRF Tertiary Filters - Technical Specs, Bidding Phase &amp; Equipment Inspection upon Delivery</td>
<td>10/26/17</td>
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<td>02</td>
<td>18069-111</td>
<td>Cosme WTP Filter Valve Replacement and Concrete Wall Penetration Repair Amendment No. 1 - Design and Bidding Services Amendment No. 2</td>
<td>02/13/18</td>
<td>42,497.06</td>
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<td>03/21/18</td>
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This Amendment No. 2 to Task Order No. 16-02-AEC/W, as amended, is made and entered into this _____ day of ______________, 2019, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER PROJECTS dated December 13, 2016 ("Agreement") between AECOM Technical Services, 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 owns and operates the Cosme Water Treatment Plant. At Filters 1 through 10, ten (10) 24-inch drain valves and companion electric actuators need to be replaced. In addition, at Filters 5 through 10, six (6) wall penetrations that allow a 24-inch pipe to pass from the filter through a concrete wall into the filter pipe gallery are leaking.

Under the original Task Order and Amendment No. 1 to the Task Order, the A/E prepared plans and specifications for the replacement of the ten (10) valves/actuators and for the re-construction of the six (6) wall penetrations, and provided assistance during bidding.

Under this Amendment No. 2 to the Task Order, the A/E will provide limited services during construction as described below.

II. SCOPE OF SERVICES

TASK 1.0 – Project Management - Additional Services

Project management will continue during these additional services. A/E will set up the project within A/E’s project management system to allow work to proceed and conduct project kick off meetings. A/E will also provide required project management activities (i.e., communication with City, staff management, invoicing, progress reporting, etc.) through the course of the project estimated to be required over a 13-month period as described below in paragraph III Schedule. Project management services provided by A/E are in no way related to managing or administering the construction contract.

TASK 4.0 – Construction Phase Services

1. Attend one (1) pre-construction meeting.

   A/E will attend and participate in the pre-construction meeting facilitated by the City.
2. Review an estimated 16 shop drawings submittals and resubmittals as listed below:
   - Butterfly valves
   - Motor actuators
   - SST pipe
   - Link seal
   - Paint and coatings (2)
   - Concrete products (2)
   - Pipe support
   - Floor tile
   - Miscellaneous (2)
   - Resubmittals (4)

A/E will review shop drawings forwarded to A/E by City for conformance with the design concept and compliance with the contract documents. It is anticipated that this process will be done electronically with a single version of each submittal provided to the A/E and then returned to the City and/or contractor using PDF format; either with e-mail or some sort of an FTP or SharePoint site.

3. Review an estimated two (2) manufacturer Operations and Maintenance (O&M) manuals as listed below:
   - Butterfly valves
   - Motor actuators

A/E will review O&M manuals forwarded to A/E by City for compliance with the contract documents only (format, binding, titles, contacts, dividers, type of information, etc.). Review will not be related to the suitability or completeness of the recommended maintenance.

4. Conduct an estimated four (4) site visits:
   When requested by the City, A/E will conduct periodic site visits to assist the City by offering an opinion about a particular field condition and to generally determine if the work is proceeding in conformance with the contract documents.

5. Prepare an estimated ten (10) interpretations/clarifications:
   When requested by the City, A/E will prepare written responses to interpret and/or clarify the intent of the design documents.

6. Assist with startup:
   A/E will assist with start up at three (3) construction milestones:
   - the first replacement valve for Filters 1-4 is put into service;
• Filters 5, 7 and 9 are put back into service; and
• Filters 6, 8 and 10 are put back into service.

Such services are anticipated to include coordination/planning conference calls prior to start up, presence on site during startup to observe activities/operations, verification of results/expectations and troubleshooting input/assistance.

7. Assist with pre-final inspection of the work:
   A/E will conduct a pre-final inspection of the work to help the City determine if the project has been substantially completed in conformance with the contract documents and to help prepare a punch list.

8. Assist with final inspection of the work:
   A/E will conduct a final inspection of the work to help the City determine if the project has been finally completed in conformance with the contract documents and that the punch list items have been satisfactorily completed.

9. Prepare record drawings:
   Record drawings will be prepared based solely on red-lined marked up prints prepared by the contractor showing those changes made during construction for the facilities designed by A/E. A/E will not independently verify as-built conditions.

   City will provide A/E with a CAD file prepared by the construction contractor showing the information contained in the red-lined marked up prints. A/E will transfer that information to the project CAD files, add notations regarding source(s) of the record information to the cover sheet, and add notations to each drawing indicating that they are "record drawings".

10. Print/deliver record drawings:
    Upon completing the record drawings, A/E will create the following for delivery to the City: one (1) full sized set of paper prints; one (1) AutoCAD file on CD; and one (1) PDF electronic file on CD.

III. **SCHEDULE**

Work under this Amendment No. 2 shall follow the City's construction schedule. Notice to Proceed to the contractor is anticipated to be issued in June 2019; with a period of five (5) months to take delivery of valves/actuators followed by a construction period of seven (7) months, for a total time of 12 months. Estimated completion date of construction is approximately June 2020.

The services for Tasks 1.0 and 4.0 are anticipated to be provided over a period of 13 months; from construction contract Notice to Proceed to one (1) month after completion. Record drawings will be completed and delivered within 30 days following receipt of contractor's red-lined marked up prints and CAD files.
IV. **A/E's RESPONSIBILITIES**

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

V. **CITY'S RESPONSIBILITIES**

1. Assign a representative from the City to coordinate with A/E to facilitate completion of the work.

2. Assemble documents in the City's possession or control to be issued for construction purposes, which would include drawings and specifications prepared by A/E, addendums issued during bidding, and all other administrative/non-technical documents required by the City (i.e., advertisement, instructions to bidders, bid bond, general conditions, agreement, performance/payments bonds, etc.).

3. Coordinate with any other agencies or funding institutions regarding additional submittals and/or reviews that might be required.

4. Provide overall construction contract administration.

5. Provide full time day-to-day onsite observation of construction activities.

6. Receive, log, and distribute shop drawings to the A/E and any other parties of interest.

7. Provide requests for interpretation/clarification to A/E in writing.

8. Schedule A/E's site visits and inspections.


10. Conduct regular progress meetings.

11. Monitor the construction schedule and work progress.

12. Provide reasonable coordination between A/E and all City departments.

13. Review contractor's claims for additional time and cost.

14. Coordinate and assist contractor with taking filters out of service, startup activities for new valves and equipment, and bringing out of service filters back on line.

VI. **DELIVERABLES**

1. Copies of shop drawing and manufacturer O&M manual submittals with appropriate review comments.

2. Written responses to requests for interpretation/clarification and contractor claims.

3. Input to substantial completion punch list development to assist with construction contract close out.

4. Record drawings as described above.

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

The A/E was authorized the lump sum amount of $42,497.06 under the initial Task Order for Task 1.0 through 2.3.
Amendment No. 1 to the Task Order authorized the A/E a lump sum amount of $46,399.76 for Tasks 2.4 through 3.0. A separate Allowance of $8,000.00 was not authorized.

$8,000.00 of the Allowance remains for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 2 to the Task Order.

For this Amendment No. 2, the City shall compensate the A/E the lump sum amount of $51,625.05 for Task 4.0 and additional services under Task 1.0, per Attachment 1 to Appendix A.

The total Task Order amount including Amendment Nos. 1 and 2 shall not exceed $148,521.87.

VIII. PROJECT TEAM

The project team consists of AECOM Technical Services Inc. only. There are no subconsultants.

IX. MISCELLANOUS

In the event of a conflict between this Amendment No. 2 to Task Order No. 16-02-AEC/W, as amended and the Agreement, the Agreement shall prevail.
IN WITNESS WHEREOF the Parties have caused this Amendment No. 2 to this Task Order No. 16-02-AEC/W, as amended, to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

By: __________________________
    Chandrahasa Srinivasa
    City Clerk

(SEAL)

CITY OF ST. PETERSBURG, FLORIDA

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

DATE: __________________________

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

By: __________________________
    City Attorney (Designee)

______________________________
AECOM Technical Services, Inc.
    (Company Name)

By: __________________________
    (Signature)
    David Wilson, WW DEP Hydrgn
    (Printed Name and Title)

Date: 5/23/19

WITNESSES:

By: __________________________
    (Signature)
    Timothy M. Curren
    (Printed Name)

By: __________________________
    (Signature)
    KHAID MOTWALA
    (Printed Name)
I. Manpower Estimate: All Tasks

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<th>Direct Labor Rates Classifications</th>
<th>Project Manager</th>
<th>Senior Engineer</th>
<th>Engineer</th>
<th>Senior CAD Designer</th>
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**TASK**

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II. Fee Calculation

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III. Fee Limit

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<td>$51,625.05</td>
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IV. Notes:

1. Rate x overhead + profit (per contract).
2. Includes expenses for: printing, non-local travel.
3. Includes 5 percent markup of SUBCONSULTANT (per contract) - Not Applicable
4. Allowance to be used only upon City's written authorization.
The following page(s) contain the backup material for Agenda Item: Recognizing a Neighborhood Partnership Grant cash match in the amount of $14,267 from the Historic Old Northeast Neighborhood Association, Inc. as a portion of the grantee’s match for their Neighborhood Partnership Grant to be used to purchase decorative lighting within the Historic Old Northeast Neighborhood community; approving a supplemental appropriation in the amount of $14,267 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081).

Please scroll down to view the backup material.
St. Petersburg City Council
Consent Agenda
Meeting of June 13, 2019

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

SUBJECT: Recognizing a Neighborhood Partnership Grant cash match in the amount of $14,267 from the Historic Old Northeast Neighborhood Association, Inc. as a portion of the grantee’s match for their Neighborhood Partnership Grant to be used to purchase decorative lighting within the Historic Old Northeast Neighborhood community; approving a supplemental appropriation in the amount of $14,267 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081); and providing an effective date.

BACKGROUND: The City of St. Petersburg initiated a Neighborhood Partnership Grant program in 1993. The original intent of the program was to provide resources for neighborhoods outside of the planning areas for right-of-way enhancements in their communities. The program evolved to allow city-recognized neighborhoods and business districts the opportunity to request funding for area improvements. The grantee is required to provide a match equal in value to the grant amount requested. Eligible match can be cash, in-kind, or volunteer hours. Typical improvement projects have included neighborhood identity signs, landscaping and decorative lighting. A majority of past neighborhood matches have been in volunteer hours valued at $24 per hour.

The Historic Old Northeast Neighborhood Association, Inc. applied and received a Neighborhood Partnership Grant in the amount of $20,000 for decorative lighting which required a match of $20,000. The association submitted a check in the amount of $14,267 for their required match combined with 239 volunteer hours (valued at $5,766) for a total match value of $20,003.

RECOMMENDATION: Administration recommends that City Council approve the attached resolution recognizing a grant match in the amount of $14,267 from the Historic Old Northeast Neighborhood Association, Inc. to cover part of the cost of their decorative lighting project, and approving a supplemental appropriation in the amount of $14,267 from the unappropriated balance of the General Fund (0001), resulting from the cash portion of the match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081) for their neighborhood partnership grant.

COST/FUNDING/ASSESSMENT INFORMATION: The Historic Old Northeast Neighborhood Association, Inc. provided a $14,267 cash match to cover partial cost of their decorative lighting project. Funds will be available after approval of a supplemental appropriation in the amount of $14,267 from the increase in the unappropriated balance of the General Fund (0001), resulting from the match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081).

ATTACHMENTS: Resolution

APPROVALS: Administration:  
Budget and Management:  

[Signatures]
RESOLUTION NO. 2019-____

A RESOLUTION RECOGNIZING A NEIGHBORHOOD PARTNERSHIP CASH MATCH IN THE AMOUNT OF $14,267 FROM THE HISTORIC OLD NORTHEAST NEIGHBORHOOD ASSOCIATION, INC. TO COVER PARTIAL COSTS OF A DECORATIVE LIGHTING PROJECT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $14,267 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THE CASH MATCH, TO THE COMMUNITY SERVICES DEPARTMENT, NEIGHBORHOOD PARTNERSHIP PROGRAM DIVISION (083-1081); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg started the Neighborhood Partnership Grant Program in 1993 to provide resources to neighborhood associations for community improvements; and

WHEREAS, the Neighborhood Partnership Grant Program requires the grantee to match the award with the same dollar value through volunteer hours, in-kind services, or cash; and

WHEREAS, the Historic Old Northeast Neighborhood Association, Inc. was awarded a Neighborhood Partnership Grant in the amount of $20,000.00 for decorative lighting, which required a match of $20,000; and

WHEREAS, the Historic Old Northeast Neighborhood Association, Inc. submitted a cash match of $14,267.00 to cover the remaining cost of the decorative lights and committed to 239 volunteer hours with a value of $5,766.00, which when combined with their cash match totals $20,003.00;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Neighborhood Partnership cash match in the amount of $14,267 from the Historic Old Northeast Neighborhood Association, Inc. to cover partial costs of a decorative lighting project is hereby recognized.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Fund (0001), resulting from the cash match, the following supplemental appropriation for FY 2019:

General Fund (0001)
Community Services Department, Neighborhood Partnership Program Division (083-1081) $14,267

This Resolution shall take effect immediately upon its adoption.

Approvals:

Legal: _______________________ Administration: _______________________

Budget and Management: ___________________
The following page(s) contain the backup material for Agenda Item: Recognizing a Neighborhood Partnership Grant cash match in the amount of $5,740 from the Crescent Lake Neighborhood Association, Inc. as a portion of the grantee's match for their Neighborhood Partnership Grant to be used to purchase neighborhood identity signs within the Crescent Lake Neighborhood community; approving a supplemental appropriation in the amount of $5,470 from the increase in the unappropriated balance of the General Fund (000 I), resulting from the cash match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081). Please scroll down to view the backup material.
TO: The Honorable Charlie Gerdes, Chair, and Members of City Council

SUBJECT: Recognizing a Neighborhood Partnership Grant cash match in the amount of $5,740 from the Crescent Lake Neighborhood Association, Inc. as a portion of the grantee’s match for their Neighborhood Partnership Grant to be used to purchase neighborhood identity signs within the Crescent Lake Neighborhood community; approving a supplemental appropriation in the amount of $5,470 from the increase in the unappropriated balance of the General Fund (0001), resulting from the cash match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081); and providing an effective date.

BACKGROUND: The City of St. Petersburg initiated a Neighborhood Partnership Grant program in 1993. The original intent of the program was to provide resources for neighborhoods outside of the planning areas for right-of-way enhancements in their communities. The program evolved to allow city-recognized neighborhoods and business districts the opportunity to request funding for area improvements. The grantee is required to provide a match equal in value to the grant amount requested. Eligible match can be cash, in-kind, or volunteer hours. Typical improvement projects have included neighborhood identity signs, landscaping and decorative lighting. A majority of past neighborhood matches have been in volunteer hours valued at $24 per hour.

The Crescent Lake Neighborhood Association, Inc. applied and received a Neighborhood Partnership Grant in the amount of $20,000 for neighborhood identity signs which required a match of $20,000. However, the total cost for the neighborhood identity signs was $25,740. The association submitted a check in the amount of $5,740 for their required match combined with 594.2 volunteer hours (valued at $14,261) for a total match value of $20,001.

RECOMMENDATION: Administration recommends that City Council approve the attached resolution recognizing a grant match in the amount of $5,740 from the Crescent Lake Neighborhood Association, Inc. to cover part of the cost of their neighborhood identity sign project, and approving a supplemental appropriation in the amount of $5,740 from the unappropriated balance of the General Fund (0001), resulting from the cash portion of the match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081) for their neighborhood partnership grant.

COST/FUNDING/ASSESSMENT INFORMATION: The Crescent Lake Neighborhood Association, Inc. provided a $5,740 cash match to cover partial cost of their neighborhood identity sign project. Funds will be available after approval of a supplemental appropriation in the amount of $5,740 from the increase in the unappropriated balance of the General Fund (0001), resulting from the match, to the Community Services Department, Neighborhood Partnership Program Division (083-1081).

ATTACHMENTS: Resolution
RESOLUTION NO. 2019-——

A RESOLUTION RECOGNIZING A NEIGHBORHOOD PARTNERSHIP CASH MATCH IN THE AMOUNT OF $5,740 FROM THE CRESCENT LAKE NEIGHBORHOOD ASSOCIATION, INC. TO COVER PARTIAL COSTS OF A NEIGHBORHOOD IDENTITY SIGN PROJECT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $5,740 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THE CASH MATCH, TO THE COMMUNITY SERVICES DEPARTMENT, NEIGHBORHOOD PARTNERSHIP PROGRAM DIVISION (083-1081); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg started the Neighborhood Partnership Grant Program in 1993 to provide resources to neighborhood associations for community improvements; and

WHEREAS, the Neighborhood Partnership Grant Program requires the grantee to match the award with the same dollar value through volunteer hours, in-kind services, or cash; and

WHEREAS, the Crescent Lake Neighborhood Association, Inc. was awarded a Neighborhood Partnership Grant in the amount of $20,000 for neighborhood identity signs, which required a match of $20,000; and

WHEREAS, the Crescent Lake Neighborhood Association, Inc. submitted a cash match of $5,740.00 to cover the remaining cost of the neighborhood identity signs and committed to 594.2 volunteer hours with a value of $14,261, which when combined with their cash match totals $20,001;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a Neighborhood Partnership cash match in the amount of $5,740 from the Crescent Lake Neighborhood Association, Inc. to cover partial costs of a neighborhood identity sign project is hereby recognized.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the General Fund (0001), resulting from the cash match, the following supplemental appropriation for FY 2019:

General Fund (0001)
Community Services Department, Neighborhood Partnership Program Division (083-1081) $5,740

This Resolution shall take effect immediately upon its adoption.

Approvals: ________________________________ Administration: ________________________________

Legal: ________________________________ Budget and Management: ________________________________
The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor or his designee to execute a Memorandum of Understanding between the City of St. Petersburg and Participating Seaports of Florida for the purpose of providing aid, labor, or equipment in the event of an emergency.
Please scroll down to view the backup material.
FROM: Chris Ballestra, Managing Director, City Development

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute a Memorandum of Understanding between the City of St. Petersburg and Participating Seaports of Florida for the purpose of providing aid, labor, or equipment in the event of an emergency.

EXPLANATION: The fifteen seaports within the State of Florida, known as the Florida Ports Council, have established and implemented an effective process by which each may receive or provide for the provision of personnel and equipment to assist in the restoration of facilities and systems after disruption or damage due to weather events, equipment malfunctions, accidents, sabotage, or other events in which assistance is requested – “Mutual Aid Assistance”.

The purpose of this MOU is to strengthen the provision of Mutual Aid Assistance on a statewide basis among the ports industry in Florida. The parties to this MOU are committed to provide for the greater effectiveness and strength of Mutual Aid Assistance for the benefit of Florida’s residents and economy. Any aid rendered would be pursuant to a separate Agreement between the aiding and receiving ports. Provision of aid is completely at the discretion of the City. The City currently has an inter-local agreement with the other ports of Tampa Bay regarding mutual aid requests and provision of aid which details coordination of responses to incidents in the Tampa Bay area.

RECOMMENDATION: Administration recommends adoption of the attached Resolution authorizing the Mayor or his designee to execute a Memorandum of Understanding between the City of St. Petersburg and Participating Seaports of Florida for the purpose of providing aid, labor, or equipment in the event of an emergency.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVALS: Administration: Legal:

___1___
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND AMONG THE FLORIDA PORTS COUNCIL MEMBER PORTS AND THE CITY OF ST. PETERSBURG, TO FACILITATE AND ENCOURAGE ASSISTANCE AMONG THE PARTIES TO PREPARE FOR AND RESPOND TO EMERGENCIES; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, as a member of the Florida Ports Council, and the other member ports of the Florida Ports Council (referred to individually as a “Party” and collectively as the "Parties") have agreed to enter into a Memorandum of Understanding (“MOU”) to facilitate and encourage assistance among the Parties to prepare for and respond to emergencies.

WHEREAS, each Party owns equipment, supplies, docks, mooring areas, and facilities and is willing, subject to and in accordance with the terms of a separate Agreement, to provide its equipment, supplies, docks, mooring areas, facilities, or other support to other Parties in an emergency; and

WHEREAS, participation in providing assistance to a Party pursuant to the MOU is purely voluntary and the execution of the MOU in and of itself creates no legal obligation of a Party to provide any assets; and

WHEREAS, no Party shall be liable to another Party for, or be considered to be in breach of, or default of the MOU on account of any delay in or failure to provide assistance under the MOU; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Memorandum of Understanding, by and among the Florida Ports Council member ports and the City of St. Petersburg, to facilitate and encourage assistance among the Parties to prepare for and respond to emergencies; and
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This resolution shall become effective immediately upon its adoption.

Approvals:

[Signature]
Legal

[Signature]
Administration
MEMORANDUM OF UNDERSTANDING
FOR MUTUAL AID
BETWEEN PARTICIPATING FLORIDA SEAPORTS

In consideration of the mutual commitments given herein, each of the signatories hereto may request and/or receive emergency and/or disaster relief aid from any of the other signatories as follows:

1. Request for Aid. The requesting signatory agrees to make its request in writing to the aiding signatory within a reasonable period of time after the event requiring aid has occurred and with reasonable specificity. The requesting signatory agrees to reimburse the aiding signatory as described herein and as specifically provided for in a definitive agreement entered into between the requesting and aiding signatories.

2. Discretionary rendering of Aid. Rendering of aid is completely voluntary and at the complete discretion of the aiding signatory. The rendering of aid is not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving any federal funds. This Memorandum of Understanding is a legally nonbinding document, entered into for emergency management planning purposes only.

3. Invoice to the Requesting Signatory. Within ninety (90) calendar days of the return to the home port station of all labor and equipment of the aiding signatory, the aiding signatory shall submit to the requesting signatory an invoice for all charges related to the aid provided. The invoice(s) shall contain only charges related to the actual aid provided.

4. Charges to the Requesting Signatory. Reimbursement of aiding signatory costs shall be as follows:
   a. Labor force. Charges for aiding signatory labor force shall be reimbursed in accordance with the aiding signatory's standard rates and billing practices and applicable Florida law.
   b. Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment supplied by the aiding signatory, shall be reimbursed at the reasonable and customary rates for such equipment rental.
   c. Transportation. Charges for transport of all needed personnel and equipment shall be reimbursed at reasonable and customary rates and applicable Florida law.
   d. Meals, Lodging and other Related Expenses. Charges for meals, lodging and other related expenses shall be reimbursed in accordance with actual costs incurred by the aiding signatory and in accordance with applicable Florida law.

5. Counterparts. The signatories may execute this Memorandum of Understanding in one or more counterparts, each counterpart being deemed an original, and with all counterparts being compiled and incorporated together into a single Agreement.

6. Execution. Each party hereto has read, agreed to and executed this Memorandum of Understanding on the date herein below indicated.

7. Official Record. This Memorandum of Understanding shall be retained as a public record at the offices of the Florida Ports Council, 502 E. Jefferson St., Tallahassee, FL 32301.

CITY OF ST. PETERSBURG, FLORIDA
PORT OF ST. PETERSBURG

Date: __________________________

By: ____________________________
    David Wirth
    Marina and Port Supervisor

Attest: _________________________
    Chandrasha Srinivasa
    City Clerk

Approved as to Form & Content

______________________________
    Assistant City Attorney
The following page(s) contain the backup material for Agenda Item: Approving a contract between the City of St. Petersburg (“City”) and the Early Learning Coalition of Pinellas County, Inc. (“ELC”) that provides for child care services for qualified families for one year commencing July 1, 2019, and ending June 30, 2020 (“Contract”); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorney’s Office prior to submission.
Please scroll down to view the backup material.
ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of June 13, 2019

TO: City Council Chair & Members of City Council

SUBJECT:
A resolution approving a contract between the City of St. Petersburg ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that provides for child care services for qualified families for one year commencing July 1, 2019, and ending June 30, 2020 ("Contract"); authorizing the Mayor or his designee to execute the Contract or in the alternative to electronically submit the Contract; finding that if the Contract is submitted electronically, electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the Contract is approved by the City Attorney's Office prior to submission; and providing an effective date.

EXPLANATION:
This Contract reflects the continuation of services that have been in effect for the past 24 years with ELC and which allows the Parks and Recreation Department to be a year-round school readiness program service provider for children of families in Pinellas County who meet the defined financial need eligibility requirements. ELC evaluates each family's financial need and determines how much of the school readiness program cost a family can afford to pay themselves. The agency then pays the balance of the program cost to the Parks and Recreation Department.

In order to be eligible to be a school readiness program provider for ELC, the Parks and Recreation Department must meet all Pinellas County child care licensing requirements and also must pass a program assessment completed by ELC staff during site visits. In past years, Parks and Recreation Department sites have consistently passed each assessment conducted.

The Parks and Recreation Department originally researched securing this type of service contract at the repeated requests of several of our program attendees' parents. They were eligible for ELC assistance and wanted their children to be able to attend Parks and Recreation Department programs instead of programs on the existing list of ELC approved subcontractors. Since then, we have continued to enjoy an excellent working relationship with ELC and have provided a service much appreciated by many of our citizens who need this type of assistance.
RECOMMENDATION:
Administration recommends adoption of the attached resolution authorizing the Mayor or his designee to execute the contract between the City and ELC to provide the school readiness program for qualified families for one year commencing July 1, 2019, and ending June 30, 2020; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:
Funding for the school readiness program has been previously appropriated in the General Fund, Parks and Recreation Department (0001-190). A portion of the program revenue will be received from the participating families based on the ELC evaluation and the remaining revenue to cover the cost of the program is paid for by the agency. Last fiscal year approximately $719,000 was paid by ELC to the Parks and Recreation Department to provide child care services for children of qualifying families.

ATTACHMENTS:
Resolution

APPROVALS:
Administration: ___________________________  Budget: ___________________________
Resolution No. 2019-_____

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND THE EARLY LEARNING COALITION OF PINELLAS COUNTY, INC. ("ELC") THAT PROVIDES FOR CHILD CARE SERVICES FOR QUALIFIED FAMILIES FOR ONE YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CONTRACT OR IN THE ALTERNATIVE TO ELECTRONICALLY SUBMIT THE CONTRACT; FINDING THAT IF THE CONTRACT IS SUBMITTED ELECTRONICALLY, ELECTRONIC SUBMISSION SHALL BE EQUIVALENT TO PHYSICAL SIGNATURE AND SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY CHARTER IF THE CONTRACT IS APPROVED BY THE CITY ATTORNEY'S OFFICE PRIOR TO SUBMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the youth of the City of St. Petersburg, Florida ("City") are an important and valuable resource; and

WHEREAS, the City through its Parks and Recreation Department has been a year-round child care provider for children of qualified families in Pinellas County under contract with the Early Learning Coalition of Pinellas County, Inc. ("ELC"); and

WHEREAS, the City and ELC desire to continue this relationship; and

WHEREAS, in order to continue this relationship, it is necessary for the City to enter the standard state contract with ELC, which sets forth the responsibilities of the parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that a contract between the City of St. Petersburg, Florida ("City") and the Early Learning Coalition of Pinellas County, Inc. ("ELC") that
provides for child care services for qualified families for one year commencing July 1, 2019, and ending June 30, 2020 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the contract or in the alternative to electronically submit the contract.

BE IT FURTHER RESOLVED that if the contract is submitted electronically, this Council hereby finds that electronic submission shall be equivalent to physical signature and shall comply with the requirements of the City Charter if the contract is approved by the City Attorney’s Office prior to submission.

This resolution shall take effect immediately upon its adoption.

LEGAL: 

ADMINISTRATION: