

COUNCIL MEETING

Municipal Building
175-5th Street North
Second Floor Council Chamber

CITY OF ST. PETERSBURG

**January 20, 2022
1:30 PM**

Welcome to the City of St. Petersburg City Council meeting. The public may address City Council in person.

The public must attend the meeting in person to speak during public hearings or quasi-judicial hearings. If you are a person with a disability who needs an accommodation in order to participate in this meeting or have any questions, please contact the City Clerk's Office at 893-7448. 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, for accommodations.

To assist the City Council in conducting the City's business, we ask that you observe the following:

1. If you are speaking under the Public Hearings, Appeals or Open Forum sections of the agenda, please observe the time limits indicated on the agenda.
2. Placards and posters are not permitted in the Chamber. Applause is not permitted except in connection with Awards and Presentations.
3. Please do not address Council from your seat. If asked by Council to speak to an issue, please do so from the podium.
4. Please do not pass notes to Council during the meeting.
5. Please be courteous to other members of the audience by keeping side conversations to a minimum.
6. The Fire Code prohibits anyone from standing in the aisles or in the back of the room.
7. If other seating is available, please do not occupy the seats reserved for individuals who are deaf/hard of hearing.

The public can also attend the meeting in the following ways:

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at www.stpete.org/TV
- Listen and participate by dialing one of the following phone numbers
 - +1 312 626 6799 or
 - +1 646 876 9923 or
 - +1 253 215 8782 or

- +1 301 715 8592 or
- +1 346 248 7799 or
- +1 669 900 6833 and entering webinar ID: 961 9396 7509#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/96193967509>

The public can participate in the meeting by providing public comment for agenda items other than public hearings and quasi-judicial hearings in the following ways:

- If attending the Zoom meeting by computer or other device, use the “raise hand” button in the Zoom app.
- If attending the Zoom meeting by phone only, enter *9 on the phone to use the “raise hand” feature.

The “raise hand” feature in the Zoom meeting indicates your desire to speak but does not allow you to speak immediately. You must use the “raise hand” feature at the time the agenda item is addressed. All “raised hands” will be lowered after each agenda item. When it is your turn to speak, your microphone will be unmuted. At the conclusion of your comments or when you reach the three-minute limit, you will be muted. Please be advised that at all times the chair has the authority and discretion to re-order agenda items, and in the event the meeting is disrupted by violations of the rules of decorum, to accept public comment by alternate means, including by email only.

Regardless of the method of participation used, normal rules for participation apply, including the three-minute limit on comments, the requirement that any presentation materials must be submitted to the City Clerk in advance of the meeting, and the rules of decorum. Public comments must be submitted before the public comment period has closed.

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

The City Council receives public comment during Open Forum and on agenda items with limited exceptions consistent with Florida law. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government. If you wish to address City Council on subjects other than **public hearing or quasi-judicial items listed on the agenda**, please sign up with the Clerk. Only City residents, owners of property in the City, owners of businesses in the City or their employees may speak during Open Forum.

If you wish to address City Council through the Zoom meeting, you must use the “raise hand” feature button in the Zoom app or enter *9 on your phone at the time the agenda item is addressed. When it is your turn to speak, you will be unmuted and asked to state your name and address. At the conclusion of your comments or when you reach the three-minute time limit, you will be muted. All “raised hands” will be lowered after each agenda item.

Regardless of the method of participation used, normal rules apply, including the three-minute time limit on comments, the requirement that any presentation materials must be submitted in advance of the meeting and the rules of decorum. If live public comment is disrupted by violations of the rules of decorum, the chair is authorized to accept public comment by alternate means, including by email only.

D. Awards and Presentations

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

Setting February 10, 2022 as the public hearing date for the following proposed Ordinance(s):

1. [Ordinance 1123-V approving the vacation of an 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo’s Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area. \(City File No.: DRC 19-33000023\)](#)

F. Reports

1. [Approving a six-month blanket purchase agreement with Ricoh USA Inc., for the lease and maintenance of printers, for the Department of Technology Services, at an amount not to exceed \\$78,000.](#)
2. [Request approval to support funding for the acquisition of affordable housing.](#)
 - (a) A Resolution approving funding in an amount not to exceed \$750,000 to Contemporary Housing Alternatives of Florida, Inc. (CHAF), subject to the conditions and requirements set forth in this resolution, to support CHAFS acquisition of not less than 12 affordable housing units located at 1701, 1715, and 1729 Russell Street South, St. Petersburg; authorizing the Mayor or his designee to execute all documents necessary to effectuate payment to CHAF consistent with the conditions and requirements set forth herein; and providing an effective date.

- (b) A Resolution of the City of St. Petersburg, Florida approving an Interfund Loan in an amount of \$750,000 from the Economic Stability Fund (0008) to the Affordable Housing Fund (0006) to support Contemporary Housing Alternatives of Florida, Inc.s acquisition of not less than 12 affordable housing units within the city limits; approving a supplemental appropriation in the amount of \$750,000 from the increase in the unappropriated balance of the Affordable Housing Fund (0006), resulting from this loan, to the Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TBD); providing for other matters in connection therewith; and providing an effective date.
3. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-JACOBS/W\(S\) to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. \(A/E\) for A/E to \(i\) provide data collection optimization, \(ii\) develop a standard operating procedure, \(iii\) prepare a draft and final rainfall derived infiltration and inflow \(RDII\) program development report, and \(iv\) provide tool development and staff training related to the RDII Program Development Project in an amount not to exceed \\$455,761.50 \(ECID Project No. 22058-111; Oracle No. 18837\); and providing an effective date.](#)
4. [A Resolution providing for the waiver, on a one-time basis, of City Code Section 2-337; confirming the appointment of Gregory Holzwart and Roland Ribblet to the Code Enforcement Board for a third consecutive term ending December 31, 2024; finding that such waiver will provide a benefit to the City and its citizens; and providing an effective date.](#)

G. New Business

1. [Respectfully requesting an update regarding the status of the Tangerine Plaza Project at the February 3, 2022 City Council meeting. \(Councilmember Wheeler-Bowman\)](#)

H. Council Committee Reports

I. Legal

J. Public Hearings and Quasi-Judicial Proceedings - 5:01 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 1632](#)

Quasi-Judicial Proceedings

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

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

The oath or affirmation will be administered prior to the presentation of testimony and will

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

2. [Ordinance 131-HL approving the owner-initiated designation of the Peninsular Fruit Company Building, located at 10000 Gandy Blvd. North, as a Local Historic Landmark of the St. Petersburg Register of Historic Places. \(City File 21-90300006\). \[QUASI-JUDICIAL\]](#)

K. Open Forum

L. Adjournment

**St. Petersburg
Community Redevelopment Agency (CRA)
1/20/2022 12:00:00 AM**

1. City Council Convenes as Community Redevelopment Agency.
2. [Resolution of the St. Petersburg Community Redevelopment Agency \(CRA\) finding the proposed 15-Story building with 260 dwelling units and 2,700 square feet of commercial space, located at Charles Court South consistent with the Intown Redevelopment Plan; and providing an effective date. \(City File IRP 21-7A\)](#)
3. Adjourn as Community Redevelopment Agency.

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A January 20, 2022

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. [Accepting a proposal from Humana Insurance Company, for voluntary Dental Health Management Organization \(DHMO\) and Preferred Provider Organization \(PPO\) insurance plans at an estimated annual premium of \\$1,586,788.](#)
2. [Approving a one-year extension of a blanket purchase agreement and an allocation increase for consulting services for benefits, with Gallagher Benefit Services, Inc. \(Gallagher\); and requesting a waiver of Procurement Code Section 2-215\(a\) pursuant to Procurement Code Section 2-222, to effectuate a one-year contract extension to allow time for the completion of a solicitation for consulting services for benefits.](#)

(City Development)

3. [Resolution approving the plat of Lila Thomas, generally located at 6329 Dr. Martin Luther King Jr. Street North](#)

(Leisure Services)

(Public Works)

(Appointments)

(Miscellaneous)

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B January 20, 2022

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. [Accepting a proposal from Humana Insurance Company, for vision insurance, at an estimated annual premium of \\$244,721.](#)
2. [Accepting a proposal from PC Solutions & Integration, Inc. for network infrastructure maintenance and support for the Department of Technology Services at a total cost of \\$107,280.67.](#)

(City Development)

(Leisure Services)

(Public Works)

3. [A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-HDR\(C\) \("Task Order"\) to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. \("A/E"\) for A/E to provide additional project management, a kickoff meeting, coordination meetings, IW-4 and M-8 design, IW-4 and M-8 construction services and Envision coordination related to the NEWRF Underground Injection Well IW-4 Project in an amount not to exceed \\$174,012.27; providing that the total Task Order amount, as amended, shall not exceed \\$246,201.31 \(ECID Project No. 21071-111; Oracle No. 18298\); and providing an effective date](#)
4. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-HDR/W\(S\) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering Inc. \("A/E"\) for A/E to provide project management, a Project Chartering Workshop, a Gap Analysis, Public Outreach, and the first phase of inventory development related to the Lead and Copper Rule Revision Compliance Project in an amount not to exceed \\$391,323.13 \(ECID Project No. 22056-111; Oracle No. 18376\); and providing an effective date.](#)
5. [A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-JACOBS/W\(S\) to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. \(A/E\) for A/E to \(i\) provide data collection optimization, \(ii\) develop a standard operating procedure, \(iii\) prepare a draft and final rainfall derived infiltration and inflow \(RDII\) program development report, and \(iv\) provide tool development and staff training related to the](#)

RDII Program Development Project in an amount not to exceed \$455,761.50 (ECID Project No. 22058-111; Oracle No. 18837); and providing an effective date.

6. A Resolution authorizing the Mayor or his designee to execute Task Order No. 20-02-ICE/AWA(C) to the architect/engineering agreement dated March 5, 2020 between the City of St. Petersburg, Florida and Infrastructure Consulting & Engineering, PLLC ("A/E") for A/E to provide program verification, data collection, preliminary design, contract documents, bid documents and bidding phase services related to the AW Airport – Replace Airport Fuel Farm Project in an amount not to exceed \$162,627.58 (ECID Project No. 22059-113; Oracle No. 18633); and providing an effective date.
7. A Resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District for the Sensible Sprinkling Program Phase 10 for a total project cost of \$100,000.00; and providing an effective date.

(Appointments)

8. A Resolution providing for the waiver, on a one-time basis, of City Code Section 2-337; confirming the appointment of Gregory Holzwart and Roland Ribblet to the Code Enforcement Board for a third consecutive term ending December 31, 2024; finding that such waiver will provide a benefit to the City and its citizens; and providing an effective date.

(Miscellaneous)

9. A Resolution authorizing the Mayor or his designee to accept an award in the amount of \$9,540 from Baycare Health System (St. Anthonys Hospital, Inc.) To support the City's Play Healthy Initiative and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$9,540 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Healthy St. Pete Division (190-1587); and providing an effective date.
10. A Resolution authorizing the Mayor or his designee to accept additional grant funds in the amount of \$21,421.10 from the State of Florida Department of Health, Pinellas County Health Department (Department) towards the City's Health in All Policies framework paid by the Foundation for a Healthy St. Petersburg; Approving the Second Amendment to the grant agreement, as amended, between the City of St. Petersburg and Department to increase the grant funding amount and extend the term of the grant agreement until April 30, 2022; Authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$21,421.10 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587); and providing an effective date.

MEETING AGENDA

CITY OF ST. PETERSBURG

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

Budget, Finance & Taxation Committee

Thursday, January 27, 2022, 8:00 a.m., Room 100

Public Services & Infrastructure Committee

Thursday, January 27, 2022, 9:25 a.m., Room 100

Health, Energy, Resiliency & Sustainability Committee

Thursday, January 27, 2022, 10:50 a.m., Room 100

CRA/Agenda Review

Thursday, January 27, 2022, 1:30 p.m., Room 100

Committee of the Whole

Thursday, January 27, 2022, 2:30 p.m., Room 100

City Council Meeting

Thursday, February 3, 2022, at 9:00 a.m., Council Chambers

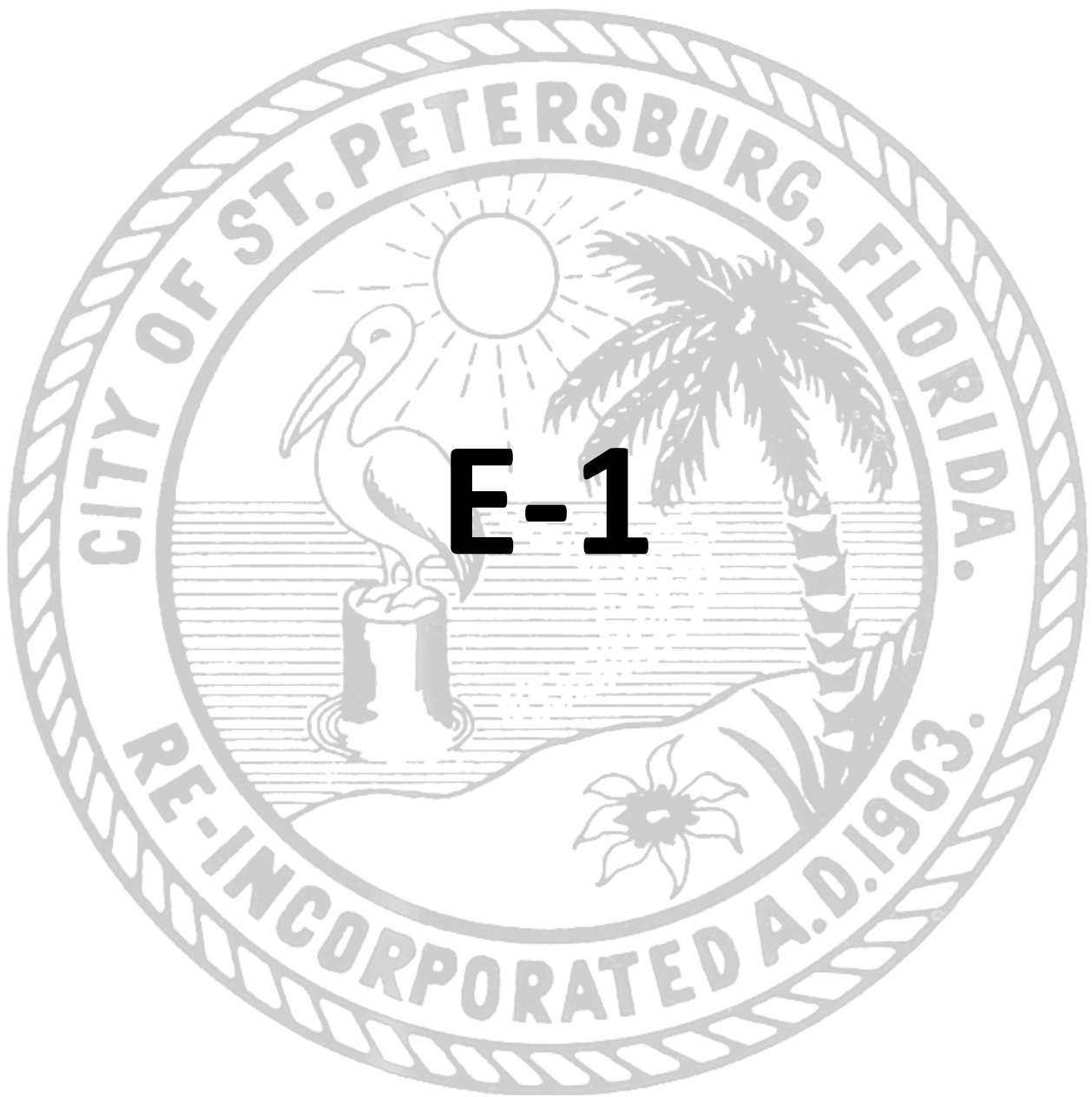
CITY OF ST. PETERSBURG
Board and Commission Vacancies



PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of the Public Hearing. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party.
2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council questions and answers to such questions shall not count against the time frames allowed herein. Burden of proof: in all appeals, the Appellant bears the burden of proof; in rezoning and land use cases, the Property Owner or Applicant bears the burden of proof except in cases initiated by the City, in which event the City Administration bears the burden of proof; for all other applications, the Applicant bears the burden of proof. Waiver of Objection: at any time during this proceeding Council Members may leave the Council Chamber for short periods of time. At such times they continue to hear testimony because the audio portion of the hearing is transmitted throughout City Hall by speakers. If any party has an objection to a Council Member leaving the Chamber during the hearing, such objection must be made at the start of the hearing. If an objection is not made as required herein it shall be deemed to have been waived.
3. Reading of the Title of the Ordinance(s).
4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation.
 - a. Presentation by City Administration.
 - b. Presentation by Applicant followed by the Appellant, if different. If Appellant and Applicant are different entities then each is allowed the allotted time for each part of these procedures. If the Property Owner is neither the Applicant nor the Appellant (e.g., land use and zoning applications which the City initiates, historic designation applications which a third party initiates, etc.), they shall also be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last.
 - c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said individual shall register with the City Clerk at least one week prior to the scheduled public hearing. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed.
5. Public Hearing. A Public Hearing will be conducted during which anyone may speak for 3 minutes. Speakers should limit their testimony to information relevant to the ordinance or application and criteria for review.
6. Cross Examination. Each party shall be allowed five (5) minutes for cross examination. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the Clerk, said individual shall notify the City Clerk prior to the conclusion of the Public Hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). If more than one person wishes to utilize the time provided for Opponent(s), the City Council shall by motion determine who shall represent Opponent(s).
 - a. Cross examination by Opponents.
 - b. Cross examination by City Administration.
 - c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.
7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument or rebuttal.
 - a. Rebuttal by Opponents.
 - b. Rebuttal by City Administration.
 - c. Rebuttal by Appellant followed by the Applicant, followed by Property Owner, if different.

The following page(s) contain the backup material for Agenda Item: Ordinance 1123-V approving the vacation of an 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo's Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area. (City File No.: DRC 19-33000023)
Please scroll down to view the backup material.





SAINT PETERSBURG CITY COUNCIL

Meeting of January 20, 2022

TO: The Honorable Chair Gina Driscoll, and Members of City Council

SUBJECT: Ordinance 1123-V approving the vacation of an 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo's Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area. (City File No.: DRC 19-33000023)

RECOMMENDATION: The Administration and the Development Review Commission recommend **APPROVAL**.

RECOMMENDED CITY COUNCIL ACTION:

- 1) Conduct the first reading of the attached proposed ordinance; and
- 2) Set the second reading and public hearing for February 10, 2022.

The Request: The request is to vacate the 11-foot-wide alley north/south between Lots 20 and 21 of McAdoo's Replat of 1921, located between Commercial Avenue South and 1st Avenue South in the EDGE District, within the Intown West Redevelopment Area (see attached Location Map).

Discussion: As set forth in the attached Staff Report provided to the Development Review Commission (DRC), Staff finds that vacating the subject right-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, and the applicable special area plans.

The purpose of the vacation is to effectuate a commercial site plan for the property to include property owned by the applicant to the east and west of the alley in accordance with the CRA approval.

Agency Review: The application was routed to City Departments and private utility providers. There are no City-owned utilities in the alley, and no City Department, including the Sanitation, Fire or Transportation Departments, has objected to the application. The Engineering Department has requested that prior to redevelopment of the site, an additional 9 feet of the applicant's property be dedicated to widen the northern alley (between Commercial Avenue South and Central Avenue) from 11 feet to 20 feet to achieve the minimum width required by City code. As discussed later in this brief, the DRC does not support that request.

Prompted by public comment received by adjacent property owner Mr. Blake Whitney Thompson after the DRC hearing, the Transportation Department now recommends that a pedestrian easement through

the site toward 1st Avenue South be established during the site plan process, prior to the issuance of a Certificate of Occupancy.

Public Comments: The proposal received unanimous approval from the CRA and is supported by the EDGE District. The Council of Neighborhood Associations (CONA) and Federation of Inner-City Community Organizations (FICO) had no comments. There were no registered opponents to the application.

City staff received no objections to the application, although the owner of the adjacent building to the east (1180 Central Avenue), Mr. Blake Whitney Thompson, was in contact with the applicant and City Staff in February, March and April 2020 to discuss (1) a potential future pedestrian connection through the applicant's property to 1st Avenue South if the intervening CSX property becomes publicly owned, and (2) the future use of the northern alley between Commercial Avenue South and Central Avenue, between their two properties, which he would prefer to be used for pedestrians and not vehicles. With respect to these issues, Staff finds that they are best addressed during the site plan review process, rather than through the alley vacation or replat processes. A pedestrian connection through the site toward 1st Avenue South is supported by the Transportation Department.

DRC Action/Public Hearing Comments: On February 5, 2020, the DRC held a public hearing on the subject application. Only one person from the public spoke regarding the application, which was the applicant's agent.

At the public hearing, the DRC discussed the Engineering comments attached to the Staff Report which cited the Ordinance requirement for 20-foot-wide alleys and applied that requirement to the 11-foot-wide northern alley between Commercial Avenue South and Central Avenue which is not part of the vacation application. The DRC decided to recommend against a widening of the northern alley due to concerns about potential increased use of the alley by vehicles, which would enter and exit onto Central Avenue in a mid-block location, and the limited sewer utilities which remain in the alley. Because this issue represented the bulk of the comments in the Engineering review memo, that memo is considered by Staff and the DRC to have been addressed.

The DRC voted 7-0 to recommend approval of the proposed vacation.

Community Redevelopment Agency (CRA) Action: The site plan for the project was approved unanimously by the CRA on December 12, 2019 (see attached CRA Staff Report prepared by Corey Malyszka). The approval was for a 7-story, 161-room hotel with 4,500 square feet of commercial space.

Application Scheduling: This request would typically would have proceeded to City Council at the first regularly scheduled meeting in April 2020; however the applicant's Agent at the time, Don Mastry, Esq., requested that the matter not proceed to City Council due to potential plan changes they were contemplating internally. The EDGE Collective project was placed on hold late Spring of 2020 due to the pandemic and specifically because the financing market for hospitality had completely shut down to new projects at that time. After not seeing viable alternatives for hotel financing, the applicant elected to stop spending additional funds on the project as designed and focus on potential alternative uses and directions. They investigated the possibility of developing multifamily on the site, fielded many offers to potentially sell the property and developed an outdoor market use to try to give small businesses an opportunity at entry level space. In the late Summer of 2021, after weighing all the options, they determined that the best use for the site was still a hotel-based mixed-use site plan. The applicant has now, post-pandemic, decided to proceed with a substantially similar site plan.

RECOMMENDATION:

The Administration recommends **APPROVAL** of the right-of-way vacation, subject to the following conditions:

1. A replat of the area is required. Per 16.40.140.2.1.F, all vacated rights-of-way and abutting properties shall be replatted, prior to the vacation becoming effective.
2. The comments in the Engineering Review Memo dated January 14, 2020 shall be addressed prior to redevelopment of the site.
3. During the site plan process and prior to the issuance of a Building Permit the recommendation for a pedestrian easement through the site toward 1st Avenue South shall be addressed.
4. Any required relocation of existing utilities shall be at the expense of the applicant.
5. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s).
6. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

Attachments: Ordinance including "Exhibit A," Location Map, DRC Staff Report, CRA Staff Report

ORDINANCE NO. 1123-V

AN ORDINANCE APPROVING THE VACATION OF AN 11-FOOT-WIDE NORTH/SOUTH ALLEY BETWEEN LOTS 20 AND 21 OF MCADOO'S REPLAT OF 1921, LOCATED BETWEEN COMMERCIAL AVENUE SOUTH AND 1ST AVENUE SOUTH IN THE EDGE DISTRICT, WITHIN THE INTOWN WEST REDEVELOPMENT AREA; SETTING FORTH CONDITIONS FOR THE VACATION TO BECOME EFFECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1. The following rights-of-way are hereby vacated as recommended by the Administration. The Development Review Commission recommended approval of the application on February 5, 2020. (City File No. DRC 19-33000023):

Attached Sketch and Legal Descriptions - Exhibit "A" – 2 pages.

Section 2. The above-mentioned rights-of-way are not needed for public use or travel.

Section 3. The vacation is subject to and conditional upon the following:

1. A replat of the area is required. Per 16.40.140.2.1.F, all vacated rights-of-way and abutting properties shall be replatted, prior to the vacation becoming effective.
2. A pedestrian easement through the site toward 1st Avenue South shall be established during the site plan process, prior to the issuance of a Certificate of Occupancy.
3. Any required relocation of existing utilities shall be at the expense of the applicant.
4. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s).
5. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.

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

Michael J. Dema
LEGAL

/s/ Elizabeth Abernethy
PLANNING &
DEVELOPMENT SERVICES DEPARTMENT

SKETCH AND DESCRIPTION

NOT A BOUNDARY SURVEY

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

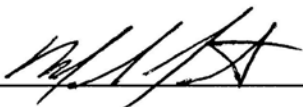
11 FOOT ALLEY TO BE VACATED

THAT PORTION OF AN 11 FOOT ALLEY LYING EASTERLY OF LOT 20, SOUTHERLY OF COMMERCIAL AVENUE SOUTH, WESTERLY OF LOT 21 AND NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF 1ST AVENUE SOUTH, ALL AS SHOWN IN MCADOO'S REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 31, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE ABOVE DESCRIBES AN AREA OF 0.023 ACRES OR 982 SQUARE FEET, MORE OR LESS.

NOTES:

1. I, MARK G. LEIST, HEREBY CERTIFY THAT THIS SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
2. THE USE OF THIS DOCUMENT'S FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK CORPORATION, AN NV5 COMPANY. © 2019 BOCK AND CLARK CORPORATION, AN NV5 COMPANY



09-04-2019
DATE

MARK G. LEIST

REGISTRATION NO. PSM 5836

IN THE STATE OF FLORIDA

DATE OF SKETCH: APRIL 4, 2019

DATE OF LAST REVISION: AUGUST 9, 2019

SKETCH & DESCRIPTION PREPARED BY:

BOCK & CLARK CORP., AN NV5 COMPANY L.B. 7386

8111 BLAIKIE COURT, SUITE B

SARASOTA, FL 34240

PHONE: (800) 787-8395

FAX: (941) 379-3083

EMAIL: mvukoder@bockandclark.com

NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH SURVEYOR'S EMBOSSED SEAL



Bock & Clark Corporation
an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)

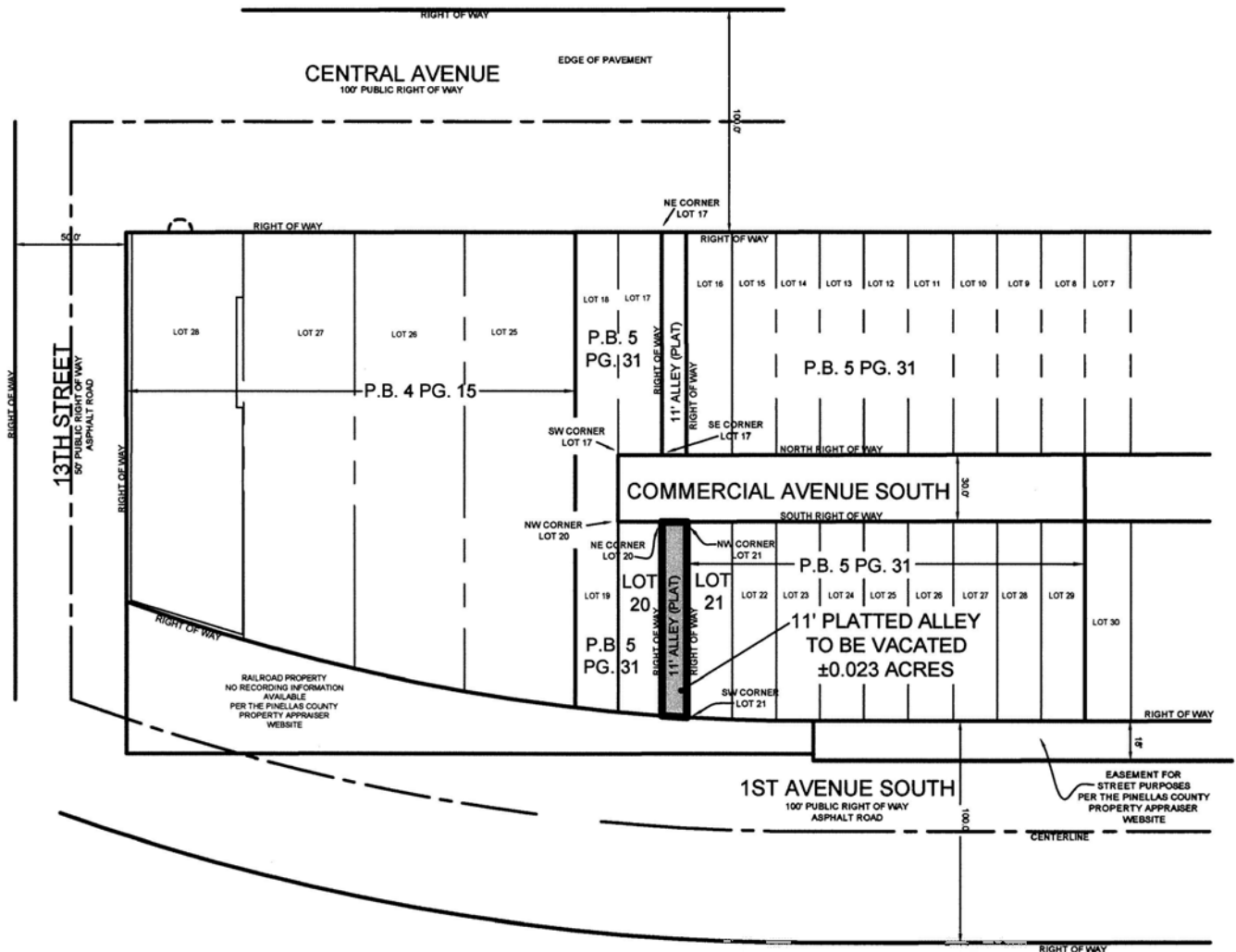
3550 W. Market Street, Suite 200, Akron, Ohio 44333

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

SHEET 1 OF 2
NETWORK PROJECT NO. 201805552-001

SKETCH AND DESCRIPTION
NOT A BOUNDARY SURVEY
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



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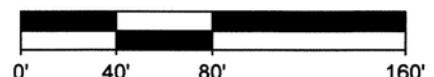
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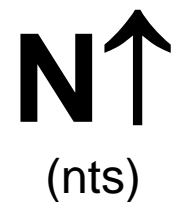
SCALE: 1" = 80'



SHEET 2 OF 2
NETWORK PROJECT NO. 201805552-001



Aerial Location Map
 City of St. Petersburg, Florida
 Planning and Development Services Department
 Case No.: 19-33000023
 Address: Southwestern Terminus of Commercial Ave. S.





**CITY OF ST. PETERSBURG
PLANNING & DEVELOPMENT SERVICES DEPT.
DEVELOPMENT REVIEW SERVICES DIVISION**

**DEVELOPMENT REVIEW COMMISSION
STAFF REPORT**

**VACATION OF RIGHT-OF-WAY
PUBLIC HEARING**

According to Planning & Development Services Department records, **Commissioner Calvin Samuel** resides or has a place of business within 2,000 feet of the subject property. All other possible conflicts should be declared upon the announcement of the item.

REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & DEVELOPMENT SERVICES DEPARTMENT, for Public Hearing and Executive Action on **February 5, 2020 at 2:00 P.M.** at The Sunshine Center (Auditorium), 330 5th Street North, St. Petersburg, Florida.

CASE NO.:	I9-33000023	PLAT SHEET:	G-2
REQUEST:	Approval of a vacation of an 11-foot alley between Commercial Avenue South and the CSX Transportation, Inc. property north of 1 st Avenue South, between Lots 20 and 21 of McAdoo's Replat.		
OWNER:	Collective Edge, LLC c/o PTM Partners, LLC 6619 South Dixie Highway, Unit 589 South Miami, Florida 33143		
AGENT:	Craig Taraszki Johnson, Pope, Bokor, Ruppel & Burns, LLP 333 3 rd Avenue North, Suite 200 Saint Petersburg, Florida 33701		
ADDRESSES AND PARCEL ID NOS.:	Southwestern Terminus of Commercial Avenue South 24-31-16-53478-000-0170 and 24-31-16-53478-000-0210		
ZONING:	Downtown Center (DC-1)		

DISCUSSION AND RECOMMENDATION:

Request. The request is to vacate an 11-foot-wide alley between Lots 20 and 21 of McAdoo's Replat of 1921. The alley is located just south of Commercial Avenue South in the EDGE District, within the Intown West Redevelopment Area. The alley is adjoined by Lots 20 and 21

which are both owned by the Applicant. The CRA unanimously approved the site plan related to this vacation at its hearing on December 12, 2019.

The area proposed for vacation is depicted on the attached maps (see Attachment A and B) and the Sketch and Description (Attachment C). The alley is 89.27 feet long by 11 feet wide (982 square feet). See photos of the area in Attachment D.

The purpose of the vacation is to effectuate a commercial site plan for the property to include property owned by the applicant to the east and west of the alley in accordance with the CRA approval (see Attachment E for the site plan reference drawing).

Analysis. Staff's review of a vacation application is guided by:

- A. The City's Land Development Regulations (LDR's);
- B. The City's Comprehensive Plan; and
- C. Any adopted neighborhood or special area plans.

The Applicants bear the burden of demonstrating compliance with the applicable criteria for vacation of public rights-of-way. In this case, the material submitted by the applicant does provide background or analysis supporting a conclusion that vacating the subject rights-of-way would be consistent with the criteria in the City Code, the Comprehensive Plan, or any applicable special area plan.

A. Land Development Regulations

Section 16.40.140.2.1.E of the LDR sets forth the criteria for the review of proposed vacations. The criteria are provided below in italics, followed by itemized findings by Staff.

1. The need for easements for public utilities including stormwater drainage and pedestrian easements to be retained or required to be dedicated as requested by the various departments or utility companies.

The application was routed to City Departments and private utility providers. No City Department, including the Sanitation, Fire or Transportation Departments, has objected to the application. Engineering has identified two issues to be addressed prior to redevelopment of the site (see Attachment F for the Engineering Review Memo dated January 14, 2020).

In terms of private utility providers, there were also no objections to the application, however CenturyLink has not yet responded to a request for comment. A Condition of Approval has been added requiring an easement to this utility should any of their assets be identified within the area of vacation.

2. Whether the vacation would cause a substantial detrimental effect upon or substantially impair or deny access to any lot of record.

If the alley is vacated, primary access to the surrounding properties will continue to be via public streets including Central Avenue and Commercial Avenue South. The vacation will not deny access to any lot of record.

3. *Whether the vacation would adversely impact the existing roadway network, such as creating dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or districts.*

The vacation will not impact the existing roadway network or create dead-end rights-of-way, substantially alter utilized travel patterns, or undermine the integrity of historic plats of designated historic landmarks or neighborhoods. The area is not located in a designated historic neighborhood.

The subject alley is currently a dead-end right-of-way which extends from Commercial Avenue South to the CSX Transportation property just north of 1st Avenue South. It is not currently utilized as an alley, it is part of a striped parking lot (see photos in Attachment D). Commercial Avenue South is an existing dead-end street connected to the subject alley as well as an 11-foot alley to the north which connects to Central Avenue. If the subject alley is vacated, the street system will continue to function as it currently does. The northern alley is not proposed for vacation.

4. *Whether the easement is needed for the purpose for which the City has a legal interest and, for rights-of-way, whether there is a present or future need for the right-of-way for public vehicular or pedestrian access, or for public utility corridors.*

No City Department or current planning document has identified the alley as necessary for present or future public vehicular or pedestrian access. This is discussed in further detail in Section B, below.

All utility companies with facilities within the right-of-way will require easements for maintenance and access to their assets if the alley is vacated.

5. *The POD, Development Review Commission, and City Council may also consider any other factors affecting the public health, safety, or welfare.*

The applicant's site plan, which includes a depiction of a vacated alley, has been approved by the CRA and is supported by the EDGE District. This is discussed in further detail in Section B, below.

B. Comprehensive Plan

The City's current Comprehensive Plan contains Goals, Objectives and Policies related to land use and transportation. Those applicable to the subject application have been identified below in italics. Commentary regarding whether the application advances the Goals, Objectives and Policies, or hinders achievement of same is provided after.

1. Goals, Objectives and Policies from the Land Use Element applicable to the subject application include:

Land Use Element Goals:

- *(2) Protect and enhance the fabric and character of neighborhoods;*
- *(4) Assure that services and facilities are provided at the adopted level of service concurrent with existing and future demand; and*

- (5) *Attain the highest level of economic well-being possible for the city and its citizens.*

Response to LU Goals 2, 4 and 5: The application would not impair the foregoing goals of the Land Use Element. Because vacation of the alley is associated with a commercial redevelopment project, the application would advance economic development goal #5 by providing the type of redevelopment project the City seeks for this area.

2. Goals, Objectives and Policies from the Transportation Element applicable to the subject application include:

Obj. T2: The City shall protect existing and future transportation corridors from encroachment.

Policy T2.4 The City should preserve the historical grid street pattern, including alleys, and shall not vacate public right-of-way until it is determined that the right-of-way is not required for present or future public use.

Response to TE Policy T2.4: Approval of the application would not impair the intent and purpose of this policy because it has been determined that the alley is not required for present or future public use as an alley. Approval of the site plan for the property by the CRA indicates that the proposed use of the alley for private development in this redevelopment area is a suitable use.

C. Adopted Neighborhood or Special Area Plans

This area is included in the Intown West Redevelopment Plan and the EDGE District Improvement Plan (2016). As previously noted, the proposed project's site plan was approved by the CRA as a redevelopment project suitable for the area. The EDGE District Improvement Plan shows the alley in several of its renderings, however the renderings appear to be simply acknowledging the existing nature of the alley. There is no specific reference to the alley or its retention. The Improvement Plan does, however, appear to call out the area along Brooker Creek to the west of this site, were it to become public land in the future, as the place where a pedestrian connection between Central Avenue and 1st Avenue South is preferred.

The two concept plans for the Tropicana Field area also do not show a pedestrian or other connection between the stadium area and the subject alley. See Attachment G for images from the EDGE District Improvement Plan and the Tropicana Field area plans.


Comments from Agencies and the Public. The EDGE District supports the application (see Attachment H for the application including signed Public Participation Report). As of January 17, 2020, City Staff has received no other comments from the public on the application, including CONA and FICO.

RECOMMENDATION. Staff recommends **APPROVAL** of the proposed alley vacation, and the following conditions of approval:

1. A replat of the area is required. Per 16.40.140.2.1.F, all vacated rights-of-way and abutting properties shall be replatted, prior to the vacation becoming effective.


2. The comments in the Engineering Review Memo dated January 14, 2020 shall be addressed prior to redevelopment of the site.
3. Any required relocation of existing utilities shall be at the expense of the applicant.
4. The applicant shall be responsible for all plans, permits, work inspections and costs associated with the vacation(s).
5. As required by City Code Section 16.70.050.1.1.F, approval of right-of-way vacations shall lapse and become void unless the vacation ordinance is recorded by the City Clerk in the public records within 24 months from the date of such approval or unless an extension of time is granted by the Development Review Commission or, if appealed, City Council prior to the expiration thereof. Each extension shall be for a period of time not to exceed one (1) year.
6. Prior to recording the vacation ordinance, the Applicants shall provide a letter of no objection from WOW! and CenturyLink. If these entities do have facilities in the rights-of-way, the Applicants shall either relocate the facilities or provide an easement acceptable to the respective utilities.

REPORT PREPARED BY:


Cheryl Bergario, AICP, LEED Green Assoc., Planner II
Development Review Services Division
Planning & Development Services Department

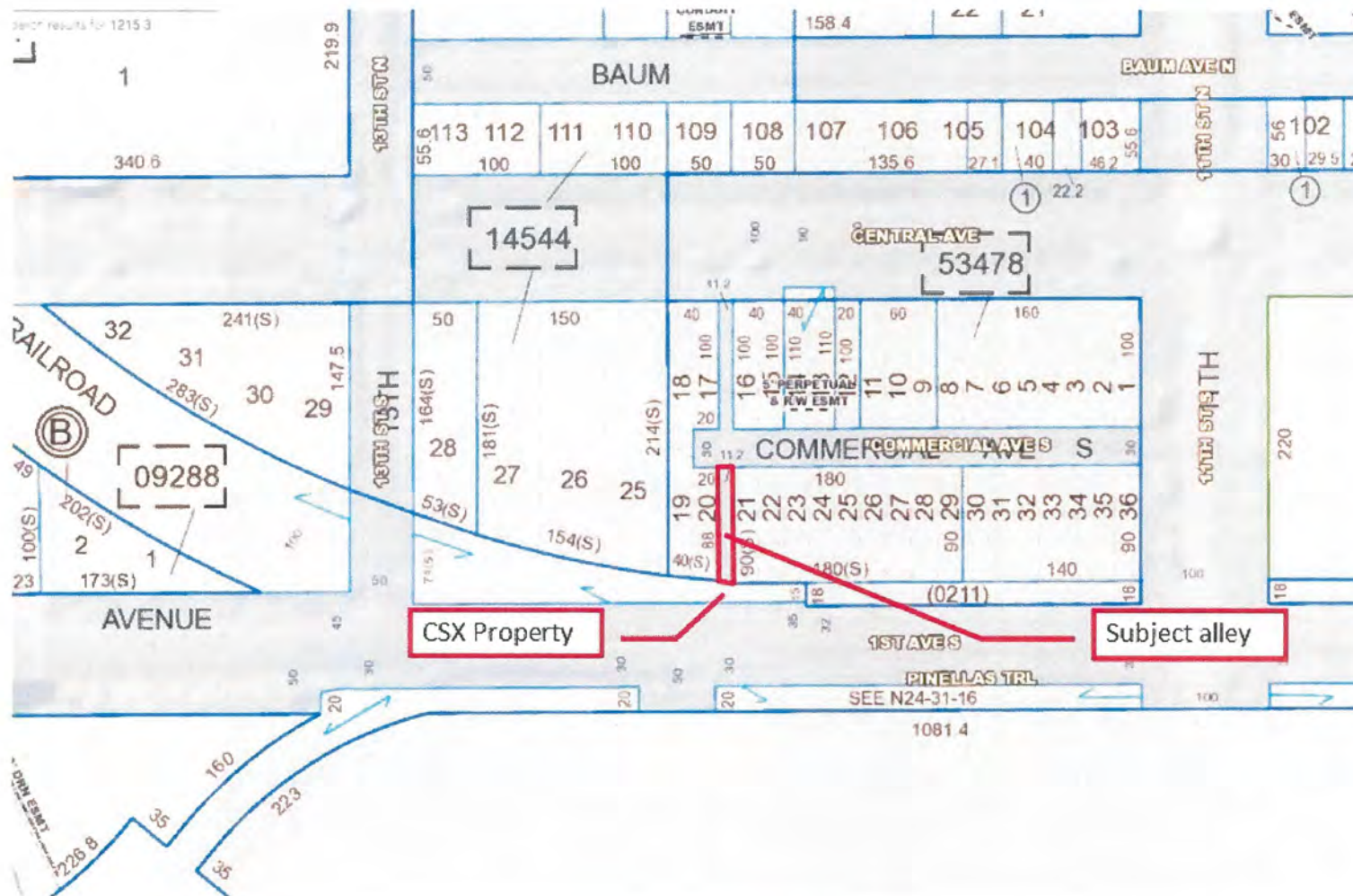
1/24/20
DATE

REPORT APPROVED BY:


Jennifer Bryla, AICP, Zoning Official (POD)
Development Review Services Division
Planning and Development Services Department

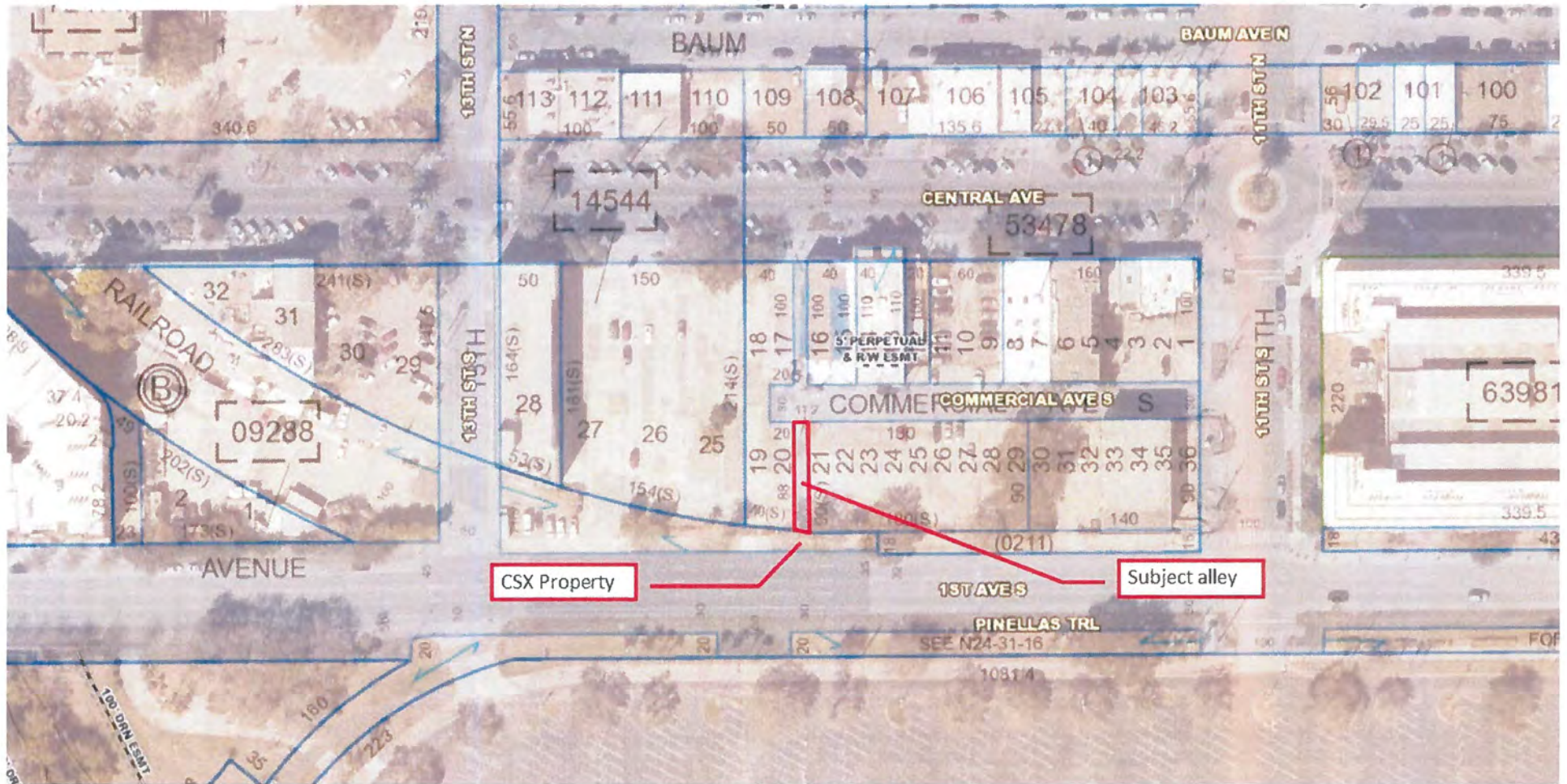
1.23.20
DATE

Attachments: A – Parcel Map, B – Aerial Map, C – Alley Sketch and Description, D – Photos, E- Site Plan Reference Drawing, F – Engineering Review Memo dated January 14, 2020, G – Relevant Planning Document Images, H – Application Including Public Participation Report



ATTACHMENT A
 Parcel Location Map
 City of St. Petersburg, Florida
 Planning and Development Services Department
 Case No.: 19-33000023
 Address: Southwestern Terminus of Commercial Ave. S.





ATTACHMENT B
Aerial Location Map
City of St. Petersburg, Florida
Planning and Development Services Department
Case No.: 19-33000023
Address: Southwestern Terminus of Commercial Ave. S.



ATTACHMENT C

SKETCH AND DESCRIPTION

NOT A BOUNDARY SURVEY

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

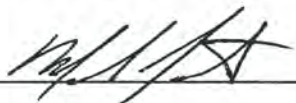
11 FOOT ALLEY TO BE VACATED

THAT PORTION OF AN 11 FOOT ALLEY LYING EASTERLY OF LOT 20, SOUTHERLY OF COMMERCIAL AVENUE SOUTH, WESTERLY OF LOT 21 AND NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF 1ST AVENUE SOUTH, ALL AS SHOWN IN MCADOO'S REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 31, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

THE ABOVE DESCRIBES AN AREA OF 0.023 ACRES OR 982 SQUARE FEET, MORE OR LESS.

NOTES:

1. I, MARK G. LEIST, HEREBY CERTIFY THAT THIS SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.
2. THE USE OF THIS DOCUMENT'S FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT AND PERMISSION OF BOCK & CLARK CORPORATION, AN NV5 COMPANY. © 2019 BOCK AND CLARK CORPORATION, AN NV5 COMPANY



09-04-2019
DATE

MARK G. LEIST
REGISTRATION NO. PSM 5836
IN THE STATE OF FLORIDA
DATE OF SKETCH: APRIL 4, 2019
DATE OF LAST REVISION: AUGUST 9, 2019
SKETCH & DESCRIPTION PREPARED BY:
BOCK & CLARK CORP., AN NV5 COMPANY L.B. 7386
8111 BLAIKIE COURT, SUITE B
SARASOTA, FL 34240
PHONE: (800) 787-8395
FAX: (941) 379-3083
EMAIL: mvukoder@bockandclark.com

NOT VALID UNLESS SIGNED, DATED AND STAMPED WITH SURVEYOR'S EMBOSSED SEAL



Bock & Clark Corporation
an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)

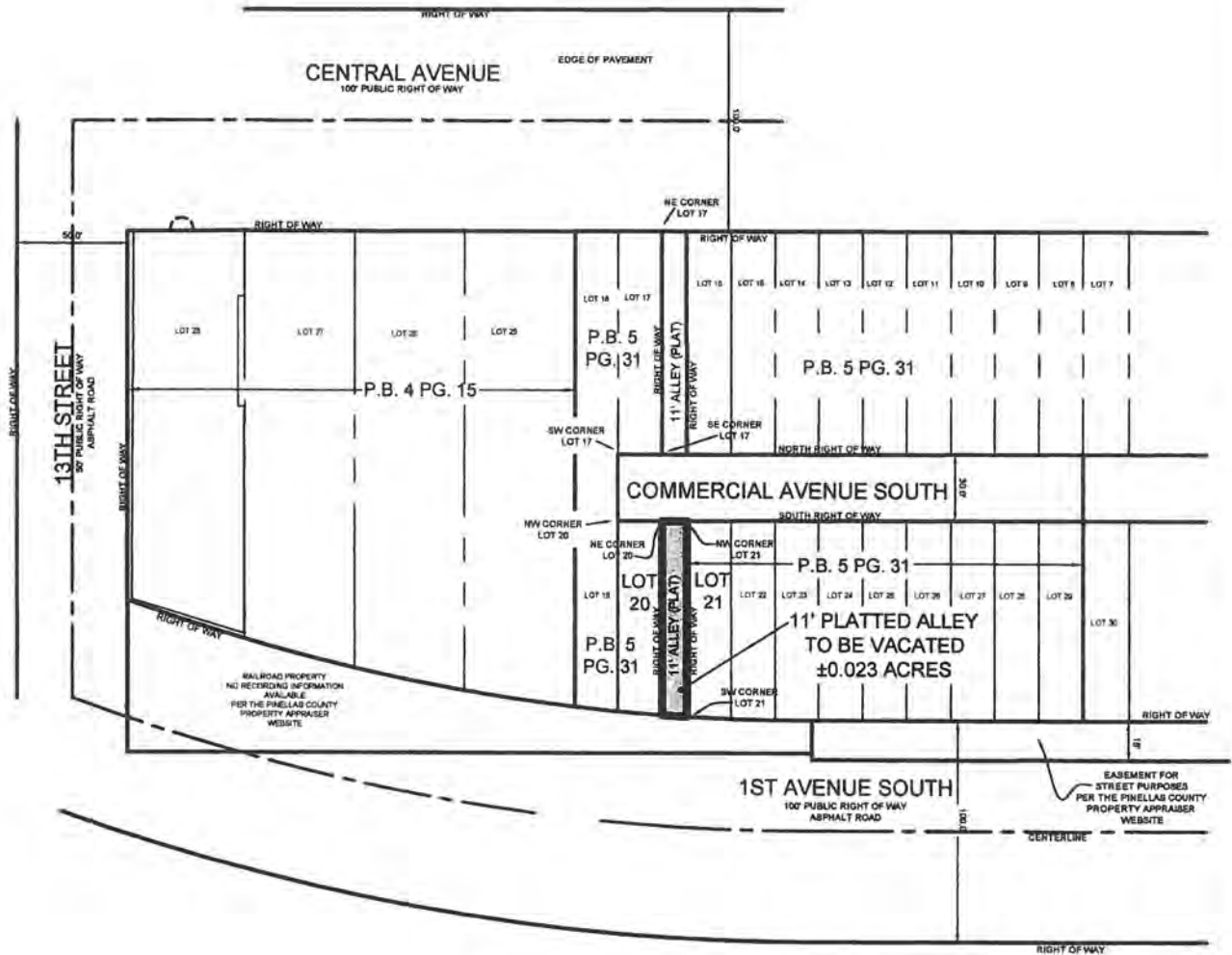
3550 W. Market Street, Suite 200, Akron, Ohio 44333

www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

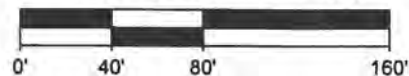
SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

SHEET 1 OF 2
NETWORK PROJECT NO. 201805552-001

SKETCH AND DESCRIPTION
 NOT A BOUNDARY SURVEY
 SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



SCALE : 1" = 80'



SHEET 2 OF 2

NETWORK PROJECT NO. 201805552-001

Bock & Clark Corporation
 an NV5 Company

NV5

Transaction Services 1-800-SURVEYS (787-8397)

3550 W. Market Street, Suite 200, Akron, Ohio 44333

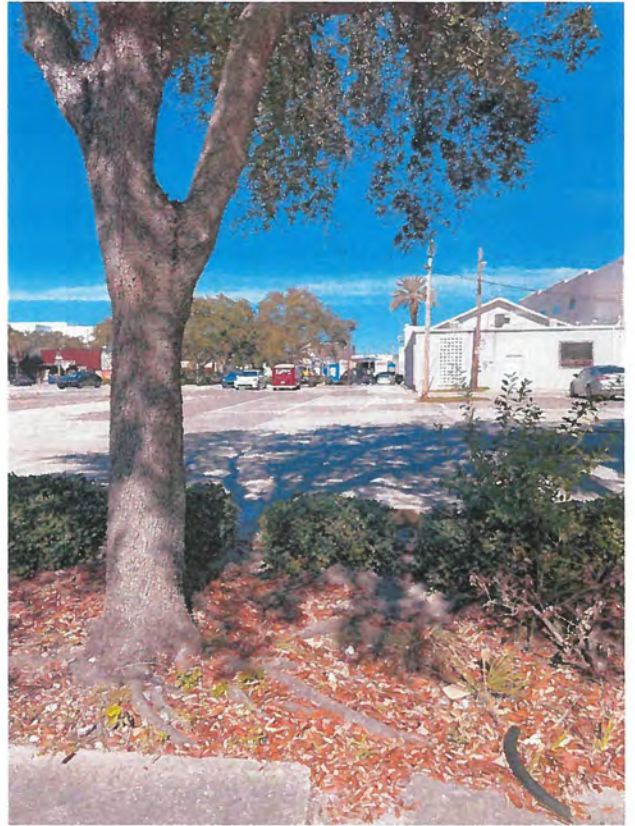
www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT

ATTACHMENT D—PHOTOS



View to alley from Commercial Ave. S.



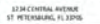
View to alley from CSX property (sidewalk) on 1st Ave. S.



View from alley across 1st Ave. S.



Looking eastward along Commercial Ave. S.



	FRESH FLOOR LEVEL AT BUILDING ENTRY POINT
	ELEVATED BUILDING
	OPEN SPACE
	ACCESSIBLE ROUTE
	PROPERTY LINE
	UTILITY
	FIRE DEPARTMENT CONNECTION
	NUMBER OF PARKING SPACES



NOT FOR CONSTRUCTION

11/20/2018 8:34:53 AM PAGE 10

ATTACHMENT F

MEMORANDUM

CITY OF ST. PETERSBURG

ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT (ECID)

TO: Iris Winn, Administrative Clerk, Development Services
Jennifer Bryla, Zoning Official, Development Review Services
Cheryl Bergailo, Development Services

FROM: Nancy Davis, Engineering Plan Review Supervisor

DATE: January 14, 2020

SUBJECT: Alley Vacations

FILE: 19-33000023

LOCATION AND PIN: Southwestern terminus of Commercial Ave. South
24/31/16/53478/000/0170
24/31/16/53478/000/0210

ATLAS: G-2 **Zoning:** Downtown Center (DC-1)

REQUEST: Approval to vacate the 11-foot alley between Commercial Avenue South and the CSX Transportation, Inc. property north of 1st Avenue South, between Lots 20 and 21 of McAdoo's Replat to facilitate redevelopment of the parcel.

COMMENTS: The Engineering & Capital Improvements Department (ECID) has no objection to the vacation request provided the following comments are addressed as part of the redevelopment plan for this site:

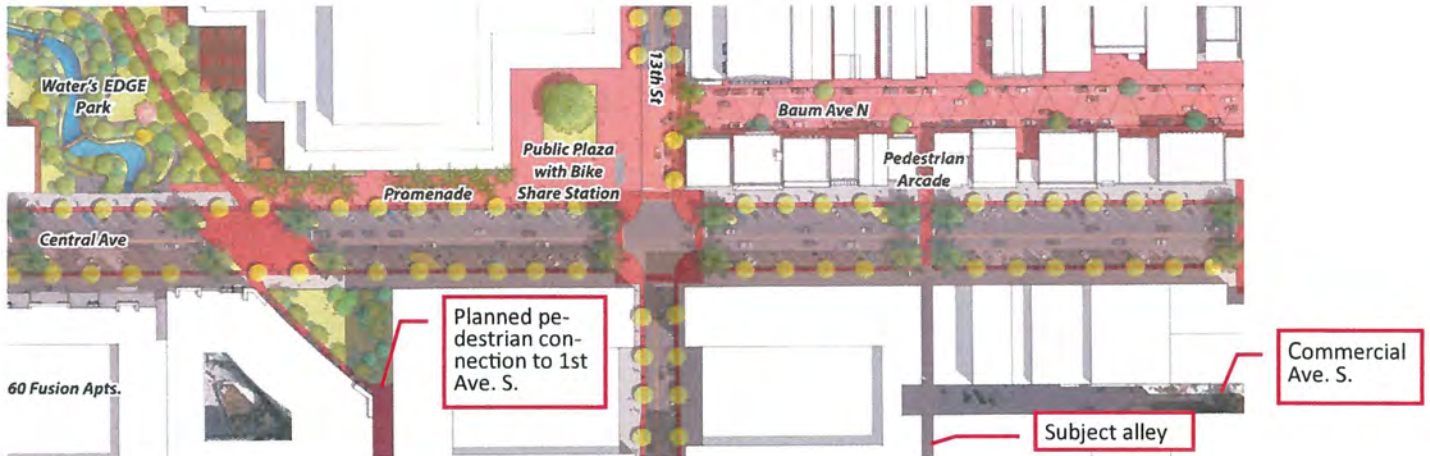
1. City utility records indicate that the City does not have public infrastructure within the portion of the north/south alley *south* of Commercial Avenue South, so there is no public need to retain easement over this vacated alley.
2. However, it is noted that the remaining north/south alley *north* of Commercial Avenue South, is also only 11-feet wide. City Land Development Code Section 16.40.140.4.3 requires downtown district alleys to have a minimum width of 20-feet, and to be paved. Prior to redevelopment of this site, ECID recommends that an additional 9-feet of alley right of way be dedicated adjacent to the western boundary of this remaining alley extending from Commercial Avenue South to Central Avenue to meet this code requirement. Additional corner radius right of way shall also be provided at the intersection of the north/south alley with Commercial Avenue South sufficient to accommodate the turning radius for sanitation vehicles. With submittal of the redevelopment plan, the applicant's Engineer of Record must provide a pavement design for the alley connection to Commercial Avenue South with overlay showing the paving can accommodate the truck turning motions and the applicant shall pave the north south alley to meet current City ECID standards and specifications as necessary to accommodate this vehicular movement. Necessary design, permitting, and construction shall be at the sole expense of the developer.
3. The widening of the north/south alley right of way noted in #2 above, will also provide additional needed easement for the existing north/south 8" public sanitary sewer main and public manhole structure G2-170, which are located within the north/south alley, north of Commercial Avenue South. City standards requires the dedication of a minimum 20-foot wide easement centered over sanitary sewer mains to provide adequate space for sanitary sewer maintenance and replacement in the future.

The Engineer of Record the City has no utilities within the alley and has no need for a utility easement in place of the vacated alley right-of-way.

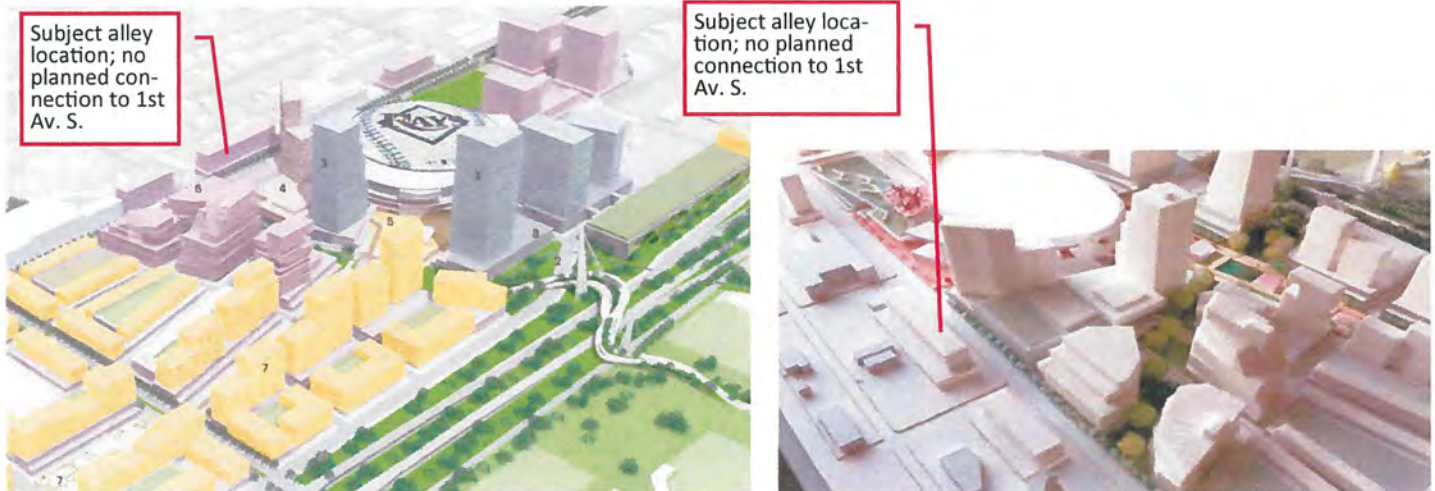
NED/MJR/meh

pc: Kelly Donnelly
Correspondence File

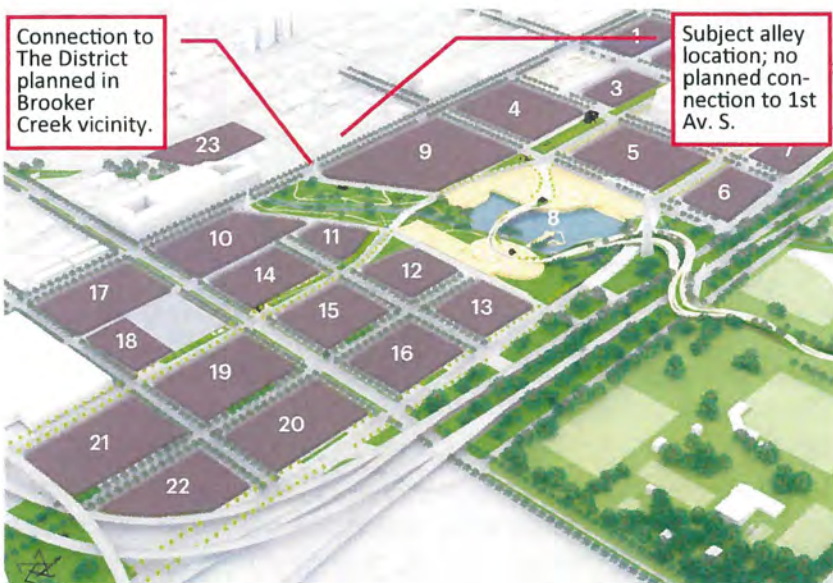
ATTACHMENT G—RELEVANT PLANNING DOCUMENTS



The Edge District Improvement Plan, December 2016.



Tropicana Field Concept Master Plan (Scenario 1), March 2017.



The District Concept Master Plan (Scenario 2), November 2018.

ATTACHMENT H



SUBDIVISION DECISION Application

Application No. 19-33000023

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Development Review Services Division, located on the 1st floor of the Municipal Services Building, One 4th Street North.

Application Type:

Per: 16.40.140 &
16.70.050

- ☐ Lot Line Adjustment
☐ Lot Split
☐ Lot Refacing
☐ Street Name Change
☐ Street Closing

- ☐ Vacating – Street Right-of-Way
☒ Vacating – Alley Right-of-Way
☐ Vacating – Walkway Right-of-Way
☐ Vacating – Easement
☐ Vacating – Air Rights

GENERAL INFORMATION	
NAME of APPLICANT (Property Owner): Collective Edge LLC	
Street Address: c/o PTM Partners LLC, 6619 S. Dixie Hwy, Unit 589	
City, State, Zip: Miami, FL 33143	
Telephone No: 201-725-8591	Email Address: nicholas@ptmpartners.com (Nick Pantuliano)
NAME of AGENT or REPRESENTATIVE: Craig Taraszki (Johson, Pope, Bokor, Ruppel & Burns, LLP)	
Street Address: 333 3rd Ave North, Suite 200	
City, State, Zip: St Petersburg, FL 33701	
Telephone No: 727-800-5980	Email Address: craigt@jpfirm.com
PROPERTY INFORMATION:	
Street Address or General Location: Block bounded by Central Ave, 11th St S, 13th St S and 1st Ave S	
Parcel ID#(s): 24-31-16-53478-000-0210 & 24-31-16-53478-000-0170	
DESCRIPTION OF REQUEST: Vacation of approximately 11-foot wide north-south alley south of Commercial Ave S	
PRE-APPLICATION DATE: August 16, 2019 PLANNER: Jennifer Bryla and Corey Malyszka	

FEE SCHEDULE

Lot Line & Lot Split Adjustment Administrative Review	\$200.00	Vacating Streets & Alleys	\$1,000.00
Lot Line & Lot Split Adjustment Commission Review	\$300.00	Vacating Walkway	\$400.00
Lot Refacing Administrative Review	\$300.00	Vacating Easements	\$500.00
Lot Refacing Commission Review	\$500.00	Vacating Air Rights	\$1,000.00
Variance with any of the above	\$350.00	Street Name Change	\$1,000.00
		Street Closing	\$1,000.00

Cash, credit, and checks made payable to the "City of St. Petersburg"

AUTHORIZATION

City Staff and the designated Commission may visit the subject property during review of the requested variance. Any Code violations on the property that are noted during the inspections will be referred to the City's Codes Compliance Assistance Department.

The applicant, by filing this application, agrees he or she will comply with the decision(s) regarding this application and conform to all conditions of approval. The applicant's signature affirms that all information contained within this application has been completed, and that the applicant understands that processing this application may involve substantial time and expense. Filing an application does not guarantee approval, and denial or withdrawal of an application does not result in remittance of the application fee.

NOTE: IT IS INCUMBENT UPON THE APPLICANT TO SUBMIT CORRECT INFORMATION. ANY MISLEADING, DECEPTIVE, INCOMPLETE, OR INCORRECT INFORMATION MAY INVALIDATE YOUR APPROVAL.

Signature of Owner/Agent: 

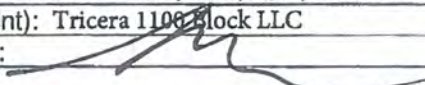
Date: November 25, 2019

*Affidavit to Authorize Agent required, if signed by Agent.

Typed name of Signatory: Craig Taraszki (as Agent)

NEIGHBORHOOD WORKSHEET

Applicants are strongly encouraged to obtain signatures in support of the proposal(s) from owners of property adjacent to or otherwise affected by a particular request.

NEIGHBORHOOD WORKSHEET	
Street Address:	Case No.:
Description of Request: Vacation of north-south alley, south of Commercial Ave South.	
<p>The undersigned adjacent property owners understand the nature of the applicant's request and do not object (attach additional sheets if necessary):</p>	
<p>1. Affected Property Address: 1100, 1120, 1122, 1126 Central Ave Owner Name (print): Tricera 1100 Block LLC Owner Signature: </p>	
<p>2. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>3. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>4. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>5. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>6. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>7. Affected Property Address: Owner Name (print): Owner Signature:</p>	
<p>8. Affected Property Address: Owner Name (print): Owner Signature:</p>	



PUBLIC PARTICIPATION REPORT

Application No. _____

In accordance with LDR Section 16.70,040,1,F.2. "It is the policy of the City to encourage applicants to meet with residents of the surrounding neighborhoods prior to filing an application for a permit requiring review and public hearing. The applicant, at his option, may elect to include neighborhood mediation as a preparatory step in the development process. Participation in the public participation process prior to required public hearings will be considered by the decision-making official when considering the need, or request, for a continuance of an application. It is not the intent of this section to require neighborhood meetings, but to encourage meetings prior to the submission of applications for approval and documentation of efforts which have been made to address any potential concerns prior to the formal application process."

APPLICANT REPORT

Street Address: Parcel Nos. 24-31-16-53478-000-0210 & 24-31-16-53478-000-0170

1. Details of techniques the applicant used to involve the public

(a) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal

(b) Content, dates mailed, and number of mailings, including letters, meeting notices, newsletters, and other publications

Application emailed to Another Little Central Avenue Building LLC (owner of 1180 Central Ave) and Tricera 1100 Block LLC (owner of 1100, 1120, 1122 and 1126 Central Ave) on November 25, 2019.

Application emailed to Barbara Voglewede, the Executive Director of ~~EDGE~~ Business District Association on November 25, 2019.

(c) Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located

2. Summary of concerns, issues, and problems expressed during the process

3. Signature or affidavit of compliance - President or vice-president of any neighborhood associations

Check one: ☒ Proposal supported

☐ Do not support the Proposal

☐ Unable to comment on the Proposal at this time

☐ Other comment(s):

Association Name ~~EDGE~~ Business District Association President or Vice-President Signature

Exec. Director

If the president or vice-president of the neighborhood association are unavailable or refuse to sign such certification, a statement as to the efforts to contact them and (in the event of unavailability or unwillingness to sign) why they were unable or unwilling to sign the certification.

**CITY OF SAINT PETERSBURG
CITY COUNCIL
Meeting of December 12, 2019**

Submitting Department: Planning & Development Services Dept.

Department Contact and Phone Number: Corey Malyszka, (727) 892-5453

Agenda Category: Community Redevelopment Agency

Agenda Subject Matter:

Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed plan to construct a 7-story, 161-room hotel with 4,500 sq. ft. of commercial space, located at the 1200 and 1246 Central Avenue, consistent with the Intown West Redevelopment Plan; and providing an effective date (City File IWRP 19-2A).

Reviewed and Approved by (signature and date):

Administration: _____ 

Budget: _____ N/A _____

Legal: _____ 

Is attached backup material complete? YES



st.petersburg
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**Community Redevelopment Agency
Meeting of December 12, 2019**

CRA Case File: IWRP 19-2a

REQUEST

Review of the proposed plan to construct a 7-story, 161-room hotel with 4,500 square feet of commercial space, located at the 1200 and 1246 Central Avenue, for consistency with the Intown West Redevelopment Plan.

APPLICANT INFORMATION

Applicant

Collective EDGE, LLC
6619 S. Dixie Highway, Suite 589
Miami, FL 33143

Representative

Craig Taraszki
333 3rd Avenue North
St. Petersburg, FL 33701

OVERVIEW OF PROJECT

The property is developed with a four-story commercial building and surface parking lot located at 1200 and 1246 Central Avenue in the Edge District. The project, valued at \$23.7 million, consists of a 7-story, 161-room hotel with 4,500 square feet of commercial space.

The proposed hotel will be sited between an existing north-south alley and the existing four-story commercial building. The hotel building will be oriented towards Central Avenue, the north-south alley and a new open-air arcade that is located between the new hotel and four-story building. The ground level retail space will front Central Avenue and the north-south alley. The proposed meeting space will be front the arcade and the restaurant/bar area will front Central Avenue. The hotel lobby will be at the northwest corner of the building fronting Central Avenue and the arcade. The ground floor of the existing commercial building will be converted to a food hall and will open to the arcade.

The ground floor of the hotel will consist of: the hotel lobby, lounge areas, meeting space, retail and restaurant spaces, back of house uses for the hotel, entrance to the parking garage and 34 surface parking spaces. The second floor of the building is devoted towards parking and hotel rooms. The third through sixth floors will have hotel rooms and the seventh floor will have a rooftop bar, pool deck and mechanical space. The dumpster and loading are located under the building accessed from the existing north-south alley and Commercial Avenue South. Vehicular access to the surface parking lot and parking garage will be accessed from the existing north-south alley, Commercial and 1st Avenues South. A drop-off area is proposed along Central Avenue. The proposed building will be a contemporary architectural style. The base of the building will have large storefront

windows at the ground level. Pedestrian access to the hotel will be from the new open-air arcade and Central Avenue and pedestrian access to the commercial space will be from the existing north-south alley and Central Avenue. The parking garage will be screened from view with architectural finishes that match the building. The upper levels of the building be finished in a combination of concrete and brick veneer. The ground level of the building has been articulated by incorporating projecting awnings and recessed storefront windows. The visual appearance of the upper floors of the building resemble individual rectangular boxes that are offset from each other. The windows in these rectangular features are recessed, providing texture and creating shadows on the facade of the building.

CONSISTENCY WITH INTOWN WEST REDEVELOPMENT PLAN

The Intown West Redevelopment Plan (IWRP) requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis

The goal of the redevelopment plan is to provide a specific development focus for the Dome District that supports the Intown West Redevelopment Area and capitalizes on the opportunities generated by Tropicana Field. Objective 1 of the IWRP calls for establishing a cohesive development pattern and visual identity through land uses that reinforce downtown and stadium development through creation of highly visible and intensive activity nodes, and reinforcement of retail along the Central Avenue and 1st Avenue corridors. Objective 2 of the IWRP calls for ensuring new development and redevelopment projects are appropriate in scale and design by establishing design guidelines for buildings, ground level spaces, parking garages and streetscape improvements and establishing parameters for upgrading existing buildings and parking lots.

The proposed development, which as outlined is a permitted use under the current DC-1 zoning, will continue the redevelopment of downtown as described in the Comprehensive Plan. The building is urban in scale with pedestrian oriented street level features, including the provision of storefront window systems consistent with urban buildings, and streetscaping, including planters and street trees, that will accent the building.

SUMMARY AND RECOMMENDATION

Staff recommends approval of the attached resolution finding the 7-story, 161-room hotel with 4,500 square feet of commercial space, located at 1200 and 1246 Central Avenue, consistent with the Intown West Redevelopment Plan.

This recommendation is subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff including compliance with the Storefront Conservation Overlay.
3. The applicant shall vacate the portion of the north-south alley that is south of Commercial Avenue South prior to issuance of a building permit.
4. The CRA approval is valid for three years from the date of approval. Applicants may request up to two two-year extensions from the POD. The application shall be revised to comply with any code amendments that were

adopted after the original approval, unless a variance is granted. After the original approval and any approved extension have expired without substantial construction commencing, the approval shall be void, and a new application shall be required.

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED 7-STORY, 161-ROOM HOTEL WITH 4,500 SQUARE FEET OF COMMERCIAL SPACE, LOCATED AT 1200 AND 1246 CENTRAL AVENUE CONSISTENT WITH THE INTOWN WEST REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IWRP 19-2A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown West Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas; and

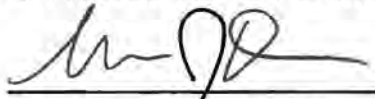
WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 7-story, 161-room hotel with 4,500 square feet commercial space, as described and reviewed in CRA Review Report No. IWRP 19-2a;

NOW THEREFORE BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans to construct a 7-story, 161-room hotel with 4,500 square feet of commercial space, consistent with the Intown West Redevelopment Plan, subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant must comply with any conditions of approval required by Development Review Services staff.
3. The applicant shall vacate the portion of the north-south alley that is south of Commercial Avenue South.
4. The CRA approval is valid for three years from the date of approval. Applicants may request up to two two-year extensions from the POD. The application shall be revised to comply with any code amendments that were adopted after the original approval, unless a variance is granted. After the original approval and any approved extension have expired without substantial construction commencing, the approval shall be void, and a new application shall be required.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT



City Attorney (designee)



Elizabeth Abernethy, AICP, Director
Planning & Development Services Department

EXHIBIT A
Site Data

Location	1200 and 1246 Central Avenue 24/31/16/14544/000/0250 and 0280 24/31/16/53478/000/0210 and 0170
Redevelopment Area	Intown West Redevelopment Area
Zoning District	DC-1
Existing Land Use	4-story commercial building and surface parking lot
Proposed Uses	4-story commercial building and 7-story hotel with ground level commercial space
Site Area	62,240 sq. ft. or 1.48 acres
Proposed FAR	1.75 FAR
Existing FAR	0.40 FAR
Permitted FAR	3.0 FAR base
Number of Hotel Rooms	161
Existing Parking	120 spaces
Proposed Parking	88 spaces



Project Location Map
 City of St. Petersburg, Florida
 Planning and Development Services
 Department
 Address: 1200 and 1246 Central Ave





MOXY ST. PETE

3234 CENTRA AVENUE
ST. PETERSBURG, FL 33706

OWNER
COLLECTIVE EDGE LLC
3300 1ST ST SUITE 300 WEN 147
ST. PETERSBURG, FL 33706
T: 813.725.8075

ARCHITECT
STORYLINE STUDIOS FOR ARCHITECTURE LLC
3300 1ST ST SUITE 300 WEN 147
ST. PETERSBURG, FL 33706
T: 813.725.8075

GENERAL CONTRACTOR
KOSI KAPUR ARCHITECTURE & INTERIOR
DESIGN INC.
4301 1ST STREET SUITE 400
MOUND, FL 33607
T: 813.775.1333

MECHANICAL ENGINEER
SAR GROUP
3000 1ST ST SUITE 300
ST. PETERSBURG, FL 33706
T: 813.725.8075

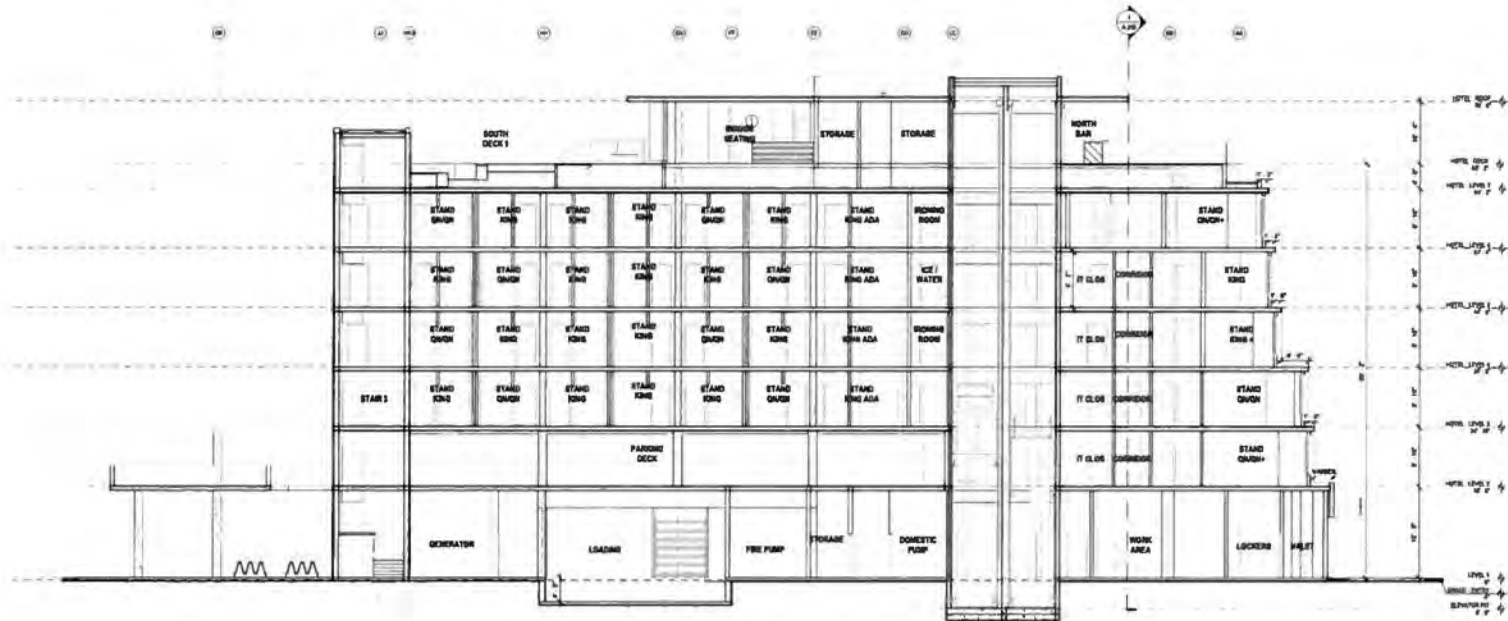
STRUCTURAL ENGINEER
LEGA CONSULTING STRUCTURAL ENGINEERS
4000 1ST STREET SUITE 100
ST. PETERSBURG, FL 33706
T: 813.725.8075

ELECTRICAL ENGINEER
VOLTAGE CONSULTING ENGINEERS
3000 1ST STREET SUITE 300
ST. PETERSBURG, FL 33706
T: 813.725.8075

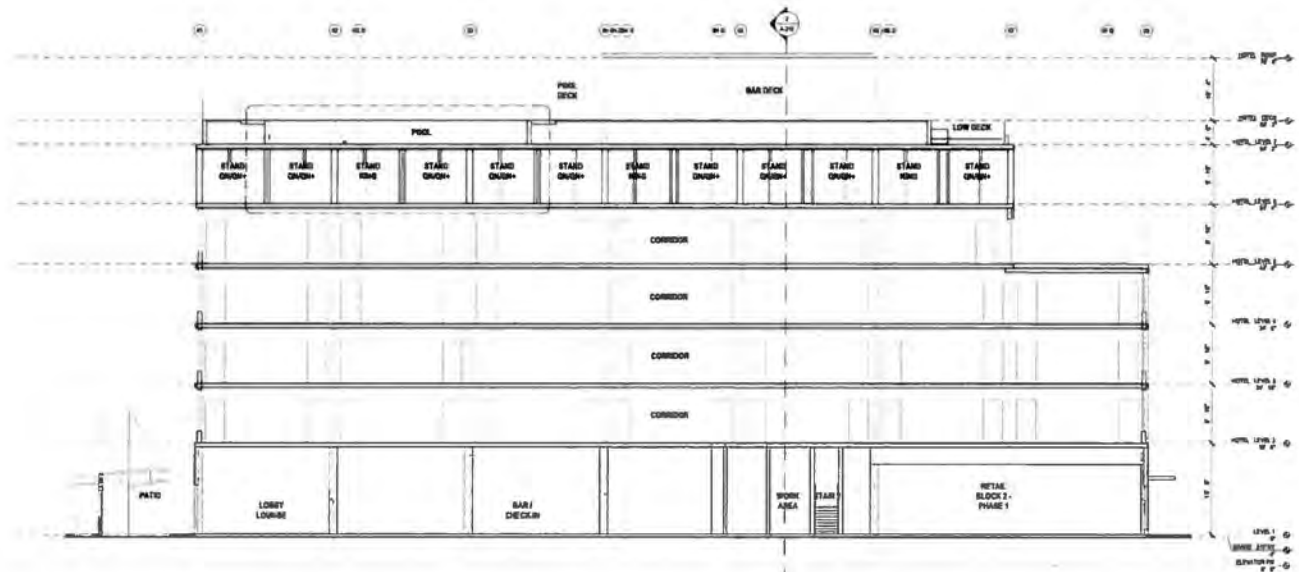
PLUMBING ENGINEER
VECTICONE ENGINEERING SERVICES, INC.
3000 1ST STREET SUITE 300
ST. PETERSBURG, FL 33706
T: 813.725.8075

SCAPE ENGINEER
DESIGN WATERSCAPES
P.O. BOX 10000
TAMPA, FL 33610
T: 813.725.8075

LANDSCAPE ARCHITECT
LANDSCAPE KITCHEN DESIGN LLC
3000 1ST STREET SUITE 300
ST. PETERSBURG, FL 33706
T: 813.725.8075

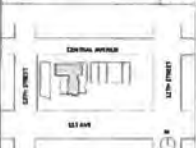


2 BUILDING SECTION LOOKING WEST
1/4" = 1'-0"



1 BUILDING SECTION LOOKING NORTH
1/4" = 1'-0"

REVISION	DATE	BY



THESE DRAWINGS ARE HEREBY SET OUT IN WITNESS WHEREOF, THE ARCHITECT HAS HEREUNTO SET HIS HAND AND SEAL THIS 15TH DAY OF JANUARY, 2024.

NOT FOR CONSTRUCTION

BUILDING SECTIONS

PROJECT	SCALE	FORMAT	SHEET
MOXY ST. PETE	1/4" = 1'-0"	ARCH	01-01

A-310





STORYN



STORYN

STUDIO FOR ARCHITECTURE LLC



STORYN

STUDIO FOR ARCHITECTURE LLC



STORYNN

The Collective EDGE St. Petersburg

PROJECT OVERVIEW

The project is within the Intown West Redevelopment Area and subject to the City of St. Petersburg's Intown West Redevelopment Plan. The project replaces an existing surface parking lot that doesn't meet current landscape requirements and a conflicting land use pattern, which were negative conditions targeted to be ameliorated with the Intown West Redevelopment Plan. The assembly of smaller lots into a cohesive mixed-use development that is consistent with the visual identity of the neighborhood, consistent with Objective 1 of the Intown West Redevelopment Plan. The project height and intensity (FAR) conform with the requirements of the Land Development Regulations (without variances or bonuses) and are appropriate in scale and design consistent with Objective 2 of the Intown West Redevelopment Plan.

The Collective EDGE is a ground-up development on the 1200 block of the rapidly evolving EDGE District in downtown St. Petersburg, Florida. The property is situated along pedestrian-friendly Central Avenue. Central Avenue is comprised of wide sidewalks and smaller storefronts to give a small town downtown feel. The 1200 block is situated one block north of Tropicana Field and acts as the commercial and dining hub of the EDGE district. The district is an organic and thriving community west of Downtown St. Petersburg that is comprised of breweries, art galleries, a global cuisine of restaurants and a significantly younger demographic than the rest of downtown St. Petersburg. EDGE is an aptly created acronym standing for Entertainment, Dining, Galleries, Etc. and perfectly suits this emerging community.

The property consists of a four story existing retail building (1246 Central Ave) currently leased to a vintage furniture store with a surface parking lot. Our new site plan is designed with a Moxy by Marriott (a limited-service lifestyle hotel), large open green space, new F&B offerings, creative office spaces, retail, event spaces and nightlife venues. The CRA application includes 1246 Central Ave and the hotel site data combined. Building height data is based on the highest building which will be the hotel. The design team has held pre-applications meetings with the City and met with the neighborhood business association (EDGE Board). The project meets all zoning requirements and seeking no variances or bonuses.

NEIGHBORHOOD PARTICIPATION

The design team has met with the EDGE Board and has received helpful feedback from its members. The site plan aims to incorporate the Board's input. To date, the growth of the EDGE District has been very organic and supported strongly by the local stakeholders. The city and local property owners are very cognizant of the neighborhood's potential and what it is poised to become. These same stakeholders have made it clear that any new projects undertaken in this area, especially on the 1200 block, need to curtail dense residential buildings, add to the street life/walkability of the district, avoid big box retail, cultivate additional "mom and pop" retail that has developed here, provide green space and allow for gathering spaces.

The design team's vision for the project complements the neighborhood's tapestry while layering in new features that amplify what makes this block the hub of the EDGE District. After meeting with city officials

and local stakeholders, as well as immersing ourselves in the neighborhood, the design team created a site plan that envisions a true mixed use development on a human scale that will tap into the abundant energy here and will become a true destination experience.

DESIGN NARRATIVE

The development plan contains the following features that the design team feels will allow it to attain the stated goal:

- **Hotel** – 161 key Moxy Hotel by Marriott

This is the main component of the project. The hotel is a 7-story concrete structure with parking on levels 1 and 2. The building's primary frontage spans east to west along Central Avenue. A north to south guestroom tower maximizes views to the east and the west. Level 1 includes the entry lobby, food and beverage options, lounge areas, meeting spaces, and back-of-house spaces. Levels 2 through 6 include guestrooms and support spaces. Level 7 includes a rooftop bar, pool deck, and mechanical spaces. The building envelope will include large storefront windows along Level 1 and a combination of concrete and brick veneer on the upper levels.

The aforementioned parking will exceed minimum requirements for the development and serve the hotel, the 1246 Central Ave building, and the public. Parking will offer a combination of valet and self park options. A drop off area will be included on Central Ave directly in front of the hotel which will require the existing on street parking to be relocated to the new parking structure to the south of the hotel. Parking will be screened from view. Delivery and Maintenance vehicles will access the hotel via Commercial Ave. A commercial trash compactor located inside the hotel will serve the hotel and the 1246 Central Ave development.

The hotel will have two key differentiating features:

- Garden - The lobby bar of the hotel and the food hall concept further discussed below will share a large common garden accessed from another arcade type entry off of Central Avenue. This garden will feature F&B served from the food hall, and it will provide a space for special events and meetings for the hotel.
- Rooftop Bar - The rooftop bar of the hotel will have a pool and be its own F&B destination with interior space for special events or meetings. This space would function as a complementary venue to the operation at the lobby. In addition, there is only one other active rooftop bar in downtown St. Petersburg so there is a real opportunity to be a key differentiator to the asset and its performance.

- **Midblock Retail Arcade/Paseo**

One of the central tenets of the site plan concept is to not only maintain and complement the walkability of the neighborhood and Central Avenue, but strengthen it by creating a permeable site plan that allows visitors and locals to walk through the site at a midblock arcade or paseo.

The existing alley to the east of the hotel will remain for vehicle access. The retail will be set back to the west to create a wide paseo that allows safe pedestrian access protected from vehicular traffic. This arcade will draw people off of Central Avenue with retail, public exterior art displays, easy access to the Tropicana Field site located directly south, and parking facilities along 1st Avenue South.

- **Retail**

There is approximately 4,500 sf of retail envisioned for the project, separate from the Food Hall discussed below, that is not only at the paseo but along Central Avenue. The block already contains a varied assortment of F&B and retail. The team's intent, through local partnerships, is to further develop this space by bringing experiential wellness, fitness, clothing and art venues to the site.

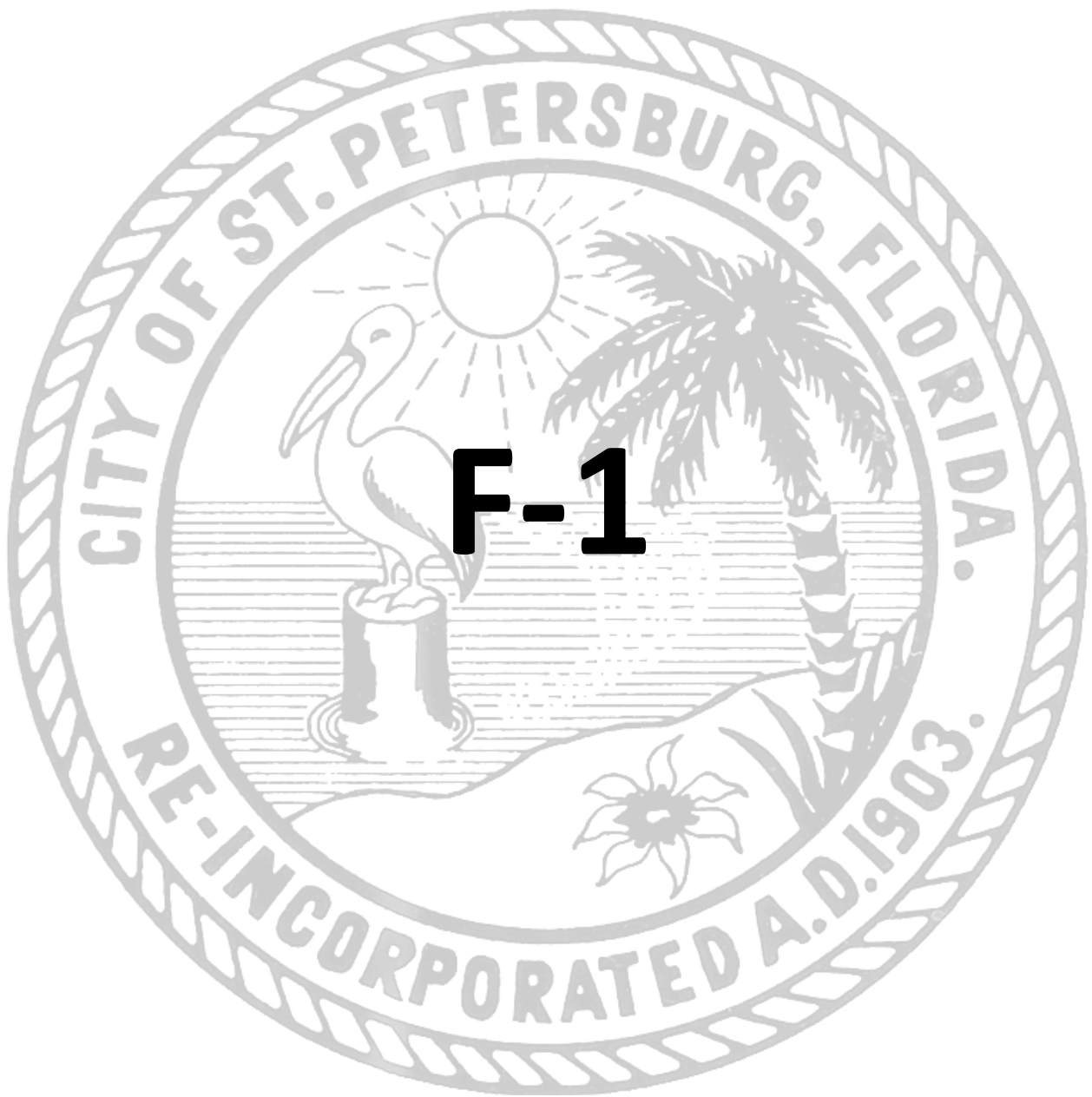
- **Food Hall + Garden – 12,000 interior sf + 7,000 exterior sf**

A food hall concept is intended for the existing lower two floors of the 1246 Central Avenue building. The vision for the site is to leverage that ability to serve the Hotel's F&B needs, provide a destination F&B venue, and serve the shared Garden space between the two properties as also discussed above.

- **Co-working – 16,500 sf**

A co-working business is intended to occupy the top floors of the 1246 Central Avenue building. This operator has demonstrated the ability to not just fill his space with co-working tenants, but to program the space for evening events that will drive additional foot traffic into the mixed-use development.

The following page(s) contain the backup material for Agenda Item: Approving a six-month blanket purchase agreement with Ricoh USA Inc., for the lease and maintenance of printers, for the Department of Technology Services, at an amount not to exceed \$78,000.
Please scroll down to view the backup material.



F-1

ST. PETERSBURG CITY COUNCIL
Report
Meeting of January 20, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving a six-month blanket purchase agreement with Ricoh USA Inc., for the lease and maintenance of printers, for the Department of Technology Services, at an amount not to exceed \$78,000.

Explanation: This purchase is being made from U.S. Communities Contract No. 4400003732.

The vendor will provide printers with a lease rate based on a fixed monthly rate, plus cost per impression for a specified period. The printers are used by the Department of Technology Services and Marketing Department to print approximately 150,000 black and white items per month, such as utility bills, forms, and approximately 40,000 color items per month, such as brochures and booklets for other departments.

The Procurement and Supply Management Department, in cooperation with the Department of Technology Services, recommends Ricoh USA Inc.:

Ricoh USA Inc.....\$78,000
Six-months. @ \$13,000 per month

The vendor has met the specifications, terms and conditions of U.S. Communities Contract No. 4400003732, dated February 11, 2013. This purchase is made in accordance with Section 2-219 (b) of the Procurement Code, which authorizes the Mayor or his designee to utilize competitively bid contracts of other governmental entities. A blanket purchase agreement will be issued to the vendor and will be binding only for actual services provided. This agreement will be from date of approval through June 30, 2022.

Cost/Funding/Assessment Information: Funds have previously been appropriated in the General Fund (0001), Marketing Department, Print Shop Division (230-2585) and Technology Services Fund (5011), Department of Technology Services, Network Support Division (850-2565).

Attachments: Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION APPROVING THE AWARD OF A SIX-MONTH BLANKET PURCHASE AGREEMENT TO RICOH USA INC. FOR THE LEASE AND MAINTENANCE OF PRINTERS FOR THE DEPARTMENT OF TECHNOLOGY SERVICES AT A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$78,000; 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 enter into a six (6) month agreement for the lease and maintenance of printers for the Department of Technology Services at a total contract amount not to exceed \$78,000; and

WHEREAS, this purchase is being made utilizing U.S. Communities Contract No. 4400003732, dated February 11, 2013, which is authorized by Section 2-219 (b) of the St. Petersburg City Code (that allows the City to utilize competitively bid contracts of other governmental entities); and

WHEREAS, Ricoh USA Inc. has met the specifications, terms and conditions of U.S. Communities Contract No. 4400003732; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a six-month blanket purchase agreement to Ricoh USA Inc. for the lease and maintenance of printers for the Department of Technology Services at a total contract amount not to exceed \$78,000 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:

Christina Boussias

City Attorney (Designee)

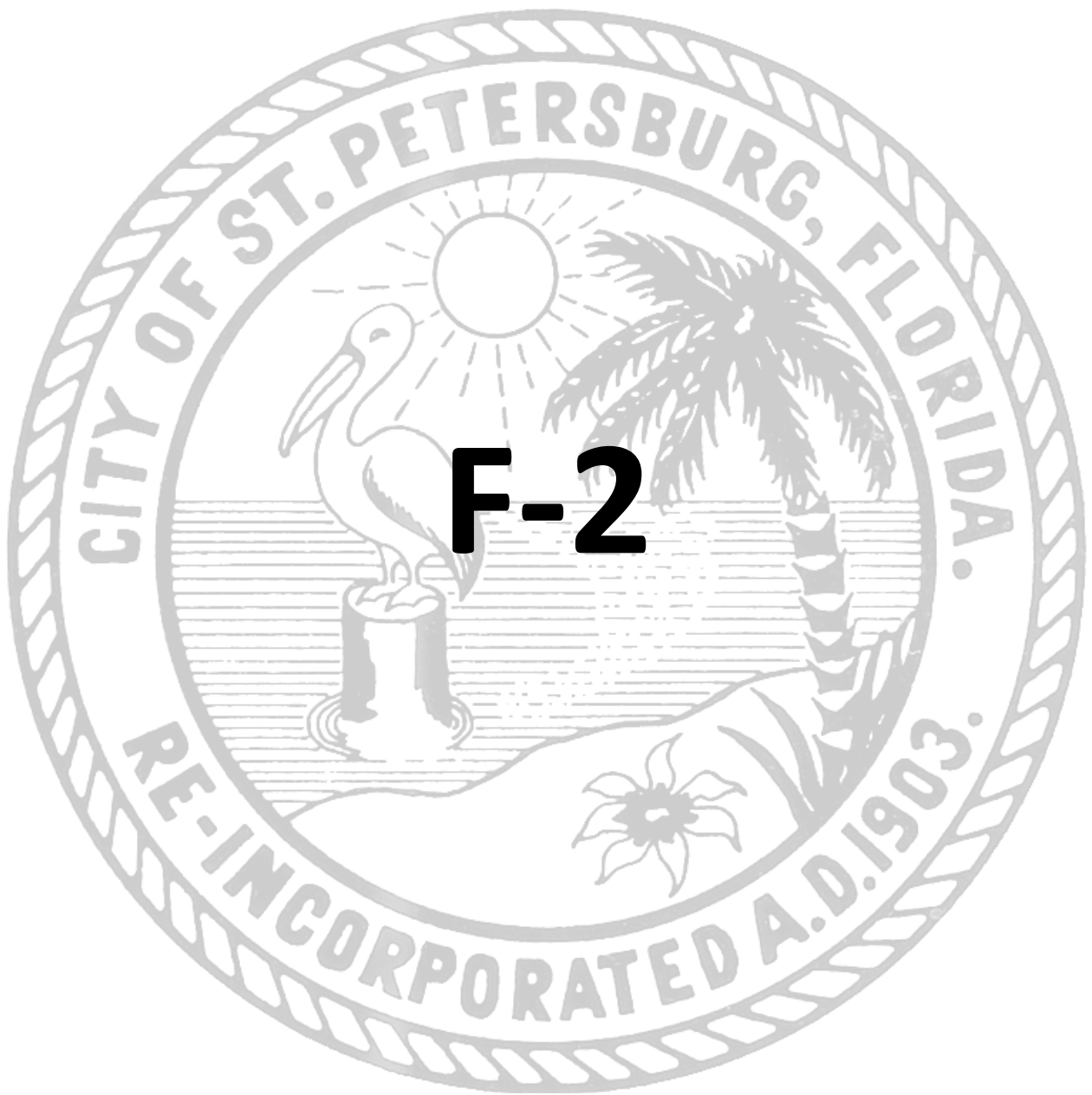
00602028

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142486
Name:	Pocengal, Nicholas W	Request Date:	04-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Copiers, Lease & Maint., January 20 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Copiers - Lease & Maintenance, scheduled to go before City Council on January 20, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	04-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	04-JAN-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	05-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Request approval to support funding for the acquisition of affordable housing.
Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL
Report Agenda
Meeting of January 20, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject:

- (a) Approving an Interfund Loan in an amount of \$750,000 from the Economic Stability Fund (0008) to the Affordable Housing Fund (0006) to support Contemporary Housing Alternatives of Florida, Inc.'s acquisition of not less than 12 affordable housing units within the City limits; approving a supplemental appropriation in the amount of \$750,000 from the increase in the unappropriated balance of Affordable Housing fund (0006), resulting from this loan, to the Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TDB); providing for other matters in connection therewith.
- (b) Approving funding in an amount not to exceed \$750,000 to Contemporary Housing Alternatives of Florida, Inc. ("CHAF"), subject to conditions and requirements, to support CHAF's acquisition of not less than 12 affordable housing units located at 1701, 1715 and 1729 Russell Street South; authorizing the Mayor or his designee to execute all other documents necessary to effectuate this transaction.

Explanation: The properties located at 1701, 1715 and 1729 Russell Street South are each developed with a two-story, masonry, four-plex for a total of 12 dwelling units. The properties are currently owned by Family First Homes Florida, LLC. Family First Homes Florida, LLC owns numerous properties in St. Petersburg and is currently in the process of disposing of these assets. The City administration contacted Family First Homes Florida, LLC to determine if the City may be interested in purchasing any of these assets or partnering with an outside entity to acquire any of these assets. After considerable discussion, the City administration determined that these three (3) properties on Russell Street South are important assets and that increased maintenance and long-term affordability for these assets would improve the quality of life in St. Petersburg.

The City administration set about coordinating the acquisition of these assets by Contemporary Housing Alternatives of Florida, Inc. (CHAF). CHAF currently has a contract to purchase these three properties and 12 units for \$1,275,000 with an anticipated closing date of February 14. In addition to these costs, City staff anticipates that CHAF will have additional rehabilitation costs estimated between \$300,000 and \$400,000. These costs will be necessary for repair of the concrete stairs, electrical systems, interior improvements and other required repairs.

CHAF is a local entity formed in 1992 to provide housing solutions and currently manages or owns over 700 housing units. Their mission is to revitalize urban areas by providing affordable and vibrant housing solutions to low and middle income households.

The administration is recommending City Council approve the attached resolutions: (i) approving an interfund loan in the amount of \$750,000 from the Economic Stability Fund to the Affordable Housing Fund for the acquisition and rehabilitation of these properties and (ii) approving the Mayor or his designee to execute all documents between the City and CHAF for the City to provide

funding in an amount not to exceed \$750,000 to support CHAF's acquisition of not less than 12 affordable housing units located at 1701, 1715 and 1729 Russell Street South. The terms of the loan and repayment schedule to the Economic Stability Fund are included in the attached resolution (a). Currently, the approved borrowing capacity from the Economic Stability Fund for affordable and workforce housing is \$4,000,000. If approved, this transaction would reduce that borrowing capacity to \$3,250,000. The terms of the agreement with CHAF will include:

- CHAF will acquire the properties for \$1,275,000
- CHAF will record a Declaration of Restrictions on the property requiring rent be restricted to limits set by the Florida Housing Finance Corporation for households earning up to 60% of the Area Median Income for a period of 30 years
- The City will provide CHAF funding in the amount of \$750,000 once the properties are acquired and the Declaration of Restrictions is recorded
- The existing tenants will not be displaced
- The properties and structures will be inspected by the Codes Compliance Assistance department and all necessary repairs will be completed
- The Housing & Community Development department will have the ability to review tenant applications for income compliance and conduct inspections
- Terms for liquidated damages will be included in the event of non-compliance

Recommendation: The City Administration recommends approval of the attached Resolutions.

Cost/Funding/Assessment Information: Funding will be available after the approval of an interfund loan in an amount of \$750,000 from the Economic Stability Fund (0008) to the Affordable Housing Fund (0006) to support the acquisition and rehabilitation of these units; approving a supplemental appropriation in the amount of \$750,000 from the increase in the unappropriated balance of the Affordable Housing Fund (0006), resulting from this loan, to the Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TBD);

Attachments: Resolutions
Contract for Sale and Purchase
CHAF Board Approval of Purchase

RESOLUTION NO. 2022-____

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING AN INTERFUND LOAN IN AN AMOUNT OF \$750,000 FROM THE ECONOMIC STABILITY FUND (0008) TO THE AFFORDABLE HOUSING FUND (0006) TO SUPPORT CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC.'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS WITHIN THE CITY LIMITS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$750,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AFFORDABLE HOUSING FUND (0006), RESULTING FROM THIS LOAN, TO THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, HOUSING ADMINISTRATION DIVISION, RUSSELL STREET SOUTH PROJECT (TBD); PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "City") desires to finance affordable housing capital projects within the City limits; and

WHEREAS, the City has determined that one of the most cost-effective ways to finance such projects is by means of interfund loans for a term of ten (10) years from the Economic Stability Fund to the Affordable Housing Fund; and

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg that will provide not less than 12 affordable housing units for households earning up to 60% of the Area Median Income ("Project"); and

WHEREAS, the City desires to finance this Project by means of an interfund loan in the amount of \$750,000 for a term of ten (10) years from the Economic Stability Fund to the

Affordable Housing Fund (this interfund loan is hereinafter referred to as the “Interfund Loan”);
and

WHEREAS, following the approval of this second Interfund Loan in the amount of \$750,000, the balance of the available resources in the Economic Stability Fund for future investment in affordable housing is \$3,250,000, and

WHEREAS, the City Council of the City desires to formalize and approve the Interfund Loan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. Approval. The Interfund Loan in an amount equal to \$750,000 to finance the Project is hereby formalized and approved.

SECTION 2. Supplemental Appropriation. The following supplemental appropriation for FY22 from the increase in the unappropriated balance of the Affordable Housing Fund (0006), resulting from the above loan is hereby approved:

Affordable Housing Fund (0006)

Housing and Community Development Department,
Housing Administration Division,
Russell Street South Project (TBD)

\$750,000

SECTION 3. Terms of Interfund Loan. The terms of the Interfund Loan are described below:

- 1) The amount of the Interfund Loan may be increased with City Council approval.
- 2) Any proceeds of the Interfund Loan, which are not expended, shall be invested in the manner and to the extent permitted by the City’s written investment policy.
- 3) The interest rate on the Interfund Loan shall be equal to zero percent (0%).
- 4) The maturity date of the Interfund Loan is October 15, 2031.
- 5) The first of nine principal payments of the Interfund Loan shall be due in the amount of \$75,000 on each October 15th, commencing on October 15, 2022 with the final payment to be made on the maturity date, unless earlier paid. The Interfund

Loan can be paid prior to maturity, in whole or in part at any time at a price equal to the principal amount thereof to be paid, without penalty, plus accrued interest to the date fixed for early prepayment, if any. The City can apply any such prepayments to scheduled principal payments as it deems appropriate.

- 6) Notwithstanding anything herein to the contrary, if a payment date does not fall on a business day, the payment will be due on the immediately preceding business day. The Interfund Loan is unsecured, and does not constitute an indebtedness of the City for any purpose.

SECTION 4. Superseding of Inconsistent Resolutions. This Resolution supersedes all prior actions of City Council of the City inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

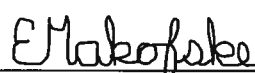
SECTION 5. Effective Date. This Resolution shall become effective immediately upon adoption.

LEGAL:



00603119

BUDGET



Resolution No. 2022 -- _____

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED \$750,000 TO CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC. ("CHAF"), SUBJECT TO THE CONDITIONS AND REQUIREMENTS SET FORTH IN THIS RESOLUTION, TO SUPPORT CHAF'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS LOCATED AT 1701, 1715, AND 1729 RUSSELL STREET SOUTH, ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE PAYMENT TO CHAF CONSISTENT WITH THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. ("CHAF") has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg with the intent of providing not less than 12 affordable housing units for households earning up to 60% of the Area Median Income; and

WHEREAS, the City desires to provide CHAF with funding in an amount not to exceed \$750,000 to assist in the acquisition of the above described properties, subject to the conditions and restrictions identified herein; and

WHEREAS, such funding shall be subject to: (i) CHAF acquiring the subject properties for \$1,275,000, (ii) CHAF recording a Declaration of Restrictions that requires rent for the properties be restricted to limits set by the Florida Housing Finance Corporation for households earning up to 60% of the Area Median Income for a period of 30 years, and (iii) other appropriate terms and conditions; and

WHEREAS, CHAF shall (a) agree not to displace existing tenants, (b) allow the City's Code Compliance Assistance Department to inspect the properties (including individual units), (c) provide the City's Housing & Community Development Department with documentation to review tenant applications for income compliance, and (iv) other appropriate terms and conditions; 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 funding in the amount of \$750,000 to Contemporary Housing Alternatives of Florida, Inc ("CHAF"), subject to the conditions and requirements set forth in this resolution, to support CHAF's acquisition of not less than 12 affordable housing units located at 1701, 1715, and 1729 Russell Street South, St. Petersburg is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate payment to CHAF consistent with the conditions and requirements set forth herein.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

/s/Bradley Tennant
City Attorney (Designee)
00603177

APPROVED BY:

Robert Gerdes
City Administration

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



PARTIES: Family First Homes Florida, LLC ("Seller"),
and Contemporary Housing Alternatives of Florida, Inc. or Assigns to ("Buyer"),
agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
(collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
and any riders and addenda ("Contract"):

- 1. PROPERTY DESCRIPTION:**
(a) Street address, city, zip: 1701, 1715, 1729 Russell Street South, St Petersburg FL 33712
(b) Located in: Pinellas County, Florida. Property Tax ID #: R278727, R278726, R278725
(c) Real Property: The legal description is LA PLAZA ADD LOT 8 LA PLAZA ADD LOT 7 LA PLAZA ADD LOT 6

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),
doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access
devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: All refrigerators and stoves in 12 units

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase: _____

PURCHASE PRICE AND CLOSING

- 2. PURCHASE PRICE (U.S. currency):** \$ 1,275,000.00
(a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 15,000.00
The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 5 (if left
blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
OPTION (ii) SHALL BE DEEMED SELECTED.
Escrow Agent Name: Compass Land and Title, LLC
Address: 360 Central Ave, Suite 450 Phone: 727.800.9876
E-mail: _____ Fax: _____
(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
days after Effective Date \$ _____
(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")
(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$ _____
(d) Other: \$ _____
(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
transfer or other Collected funds (see STANDARD S) \$ 1,260,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
_____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
the counter-offer is delivered.
(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
initialed and delivered this offer or final counter-offer ("Effective Date").

- 4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials [Signature] Page 1 of 12 Seller's Initials ML
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this Contract, the Closing shall occur on February 14, 2022 ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

- (b) ☒ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☐ (a) This is a cash transaction with no financing contingency.

☒ (b) This Contract is contingent upon, within 45 (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☒ other (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____% (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within 5 (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

Buyer's Initials

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least 10 (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☒ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home

warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:** BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

- 11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.
- 12. PROPERTY INSPECTION; RIGHT TO CANCEL:**
 - (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 10 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides Insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

556 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 557 from the IRS authorizing a reduced amount of withholding.

558 (i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can
 559 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 560 stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and
 561 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 562 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 563 to the IRS.

564 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
 565 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
 566 reduced sum required, if any, and timely remit said funds to the IRS.

567 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
 568 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 569 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
 570 on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
 571 escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
 572 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 573 directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

574 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 575 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 576 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 577 disbursement in accordance with the final determination of the IRS, as applicable.

578 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 579 8288 and 8288-A, as filed.

580 **W. RESERVED**

581 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*
 582 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
 583 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
 584 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
 585 *provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive*
 586 *Closing.*

ADDENDA AND ADDITIONAL TERMS

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 588 **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 589 Contract (Check if applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> N. Coastal Construction Control | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> C. Seller Financing | Line | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> E. FHA/VA Financing | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> R. Rezoning | Special Taxing District |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> DD. Seasonal/Vacation Rentals |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> V. Sale of Buyer's Property | _____ |
| <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> W. Back-up Contract | _____ |

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591* 20. ADDITIONAL TERMS: *** Subject to City of St. Petersburg City Council approval of participation.

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609 COUNTER-OFFER

610 ☐ Seller counters Buyer's offer.

611 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
612 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

613 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

614 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
615 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
616 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
617 interested persons.

618 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
619 TO BE COMPLETED.

620* Buyer: [Signature] Date: 12/13/21

621* Buyer: _____ Date: _____

622* Seller: DocuSigned by: Family First Homes Florida LLC Date: 12/13/2021
Mark Lewis Mark Lewis Authorized Agent

623* Seller: 2406BACB59EB4C8... Date: _____

624 Buyer's address for purposes of notice Seller's address for purposes of notice

625* 5325 Larnel Place 6440 1st Ave N

626* St Petersburg, FL 33710 St Petersburg, FL 33710

627* ML Channah, FL 3360

628 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
629 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
630 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
631 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
632 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
633 made by Seller or Listing Broker to Cooperating Brokers.

634* None None

635 Cooperating Sales Associate, if any Listing Sales Associate

636* None None

637 Cooperating Broker, if any Listing Broker

BOARD RESOLUTION
OF
CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC.

We, the Board Members of Contemporary Housing Alternatives of Florida, Inc, a corporation duly organized and existing under the laws of Florida (hereinafter the "Company"), through its Chairman, with authority to make binding resolutions on behalf of the Company, hereby resolve:

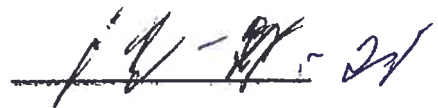
That the Company is authorized to negotiate with Family First Homes for the purchase of 3 quad buildings of 12 units total at 1701, 1715 and 1729, Russell Street South in St. Petersburg. This would be contingent upon the City of St. Petersburg contributing ½ of the purchase price, estimated at \$1.2 million.

By affirmative votes at the meeting held December 2, 2021, a majority of the Directors of Contemporary Housing Alternatives of Florida with authority to bind the Company approve this Resolution.



Donald Bogue

Chairman



Date

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY OF ST. PETERSBURG, FLORIDA APPROVING AN INTERFUND LOAN IN AN AMOUNT OF \$750,000 FROM THE ECONOMIC STABILITY FUND (0008) TO THE AFFORDABLE HOUSING FUND (0006) TO SUPPORT CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC.'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS WITHIN THE CITY LIMITS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$750,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE AFFORDABLE HOUSING FUND (0006), RESULTING FROM THIS LOAN, TO THE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT, HOUSING ADMINISTRATION DIVISION, RUSSELL STREET SOUTH PROJECT (TBD); PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (the "City") desires to finance affordable housing capital projects within the City limits; and

WHEREAS, the City has determined that one of the most cost-effective ways to finance such projects is by means of interfund loans for a term of ten (10) years from the Economic Stability Fund to the Affordable Housing Fund; and

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg that will provide not less than 12 affordable housing units for households earning up to 60% of the Area Median Income ("Project"); and

WHEREAS, the City desires to finance this Project by means of an interfund loan in the amount of \$750,000 for a term of ten (10) years from the Economic Stability Fund to the

Affordable Housing Fund (this interfund loan is hereinafter referred to as the “Interfund Loan”); and

WHEREAS, following the approval of this second Interfund Loan in the amount of \$750,000, the balance of the available resources in the Economic Stability Fund for future investment in affordable housing is \$3,250,000, and

WHEREAS, the City Council of the City desires to formalize and approve the Interfund Loan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA:

SECTION 1. Approval. The Interfund Loan in an amount equal to \$750,000 to finance the Project is hereby formalized and approved.

SECTION 2. Supplemental Appropriation. The following supplemental appropriation for FY22 from the increase in the unappropriated balance of the Affordable Housing Fund (0006), resulting from the above loan is hereby approved:

<u>Affordable Housing Fund (0006)</u> Housing and Community Development Department, Housing Administration Division, Russell Street South Project (TBD)	\$750,000
--	-----------

SECTION 3. Terms of Interfund Loan. The terms of the Interfund Loan are described below:

- 1) The amount of the Interfund Loan may be increased with City Council approval.
- 2) Any proceeds of the Interfund Loan, which are not expended, shall be invested in the manner and to the extent permitted by the City’s written investment policy.
- 3) The interest rate on the Interfund Loan shall be equal to zero percent (0%).
- 4) The maturity date of the Interfund Loan is October 15, 2031.
- 5) The first of nine principal payments of the Interfund Loan shall be due in the amount of \$75,000 on each October 15th, commencing on October 15, 2022 with the final payment to be made on the maturity date, unless earlier paid. The Interfund

Loan can be paid prior to maturity, in whole or in part at any time at a price equal to the principal amount thereof to be paid, without penalty, plus accrued interest to the date fixed for early prepayment, if any. The City can apply any such prepayments to scheduled principal payments as it deems appropriate.

- 6) Notwithstanding anything herein to the contrary, if a payment date does not fall on a business day, the payment will be due on the immediately preceding business day. The Interfund Loan is unsecured, and does not constitute an indebtedness of the City for any purpose.

SECTION 4. Superseding of Inconsistent Resolutions. This Resolution supersedes all prior actions of City Council of the City inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon adoption.

LEGAL:

BUDGET

00603119

Resolution No. 2022 -- _____

A RESOLUTION APPROVING FUNDING IN AN AMOUNT NOT TO EXCEED \$750,000 TO CONTEMPORARY HOUSING ALTERNATIVES OF FLORIDA, INC. ("CHAF"), SUBJECT TO THE CONDITIONS AND REQUIREMENTS SET FORTH IN THIS RESOLUTION, TO SUPPORT CHAF'S ACQUISITION OF NOT LESS THAN 12 AFFORDABLE HOUSING UNITS LOCATED AT 1701, 1715, AND 1729 RUSSELL STREET SOUTH, ST. PETERSBURG; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE PAYMENT TO CHAF CONSISTENT WITH THE CONDITIONS AND REQUIREMENTS SET FORTH HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Contemporary Housing Alternatives of Florida, Inc. ("CHAF") has a contract to purchase properties located at 1701, 1715 and 1729 Russell Street South, St. Petersburg with the intent of providing not less than 12 affordable housing units for households earning up to 60% of the Area Median Income; and

WHEREAS, the City desires to provide CHAF with funding in an amount not to exceed \$750,000 to assist in the acquisition of the above described properties, subject to the conditions and restrictions identified herein; and

WHEREAS, such funding shall be subject to: (i) CHAF acquiring the subject properties for \$1,275,000, (ii) CHAF recording a Declaration of Restrictions that requires rent for the properties be restricted to limits set by the Florida Housing Finance Corporation for households earning up to 60% of the Area Median Income for a period of 30 years, and (iii) other appropriate terms and conditions; and

WHEREAS, CHAF shall (a) agree not to displace existing tenants, (b) allow the City's Code Compliance Assistance Department to inspect the properties (including individual units), (c) provide the City's Housing & Community Development Department with documentation to review tenant applications for income compliance, and (iv) other appropriate terms and conditions; 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 funding in the amount of \$750,000 to Contemporary Housing Alternatives of Florida, Inc ("CHAF"), subject to the conditions and requirements set forth in this resolution, to support CHAF's acquisition of not less than 12 affordable housing units located at 1701, 1715, and 1729 Russell Street South, St. Petersburg is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate payment to CHAF consistent with the conditions and requirements set forth herein.

This Resolution shall become effective immediately upon its adoption.

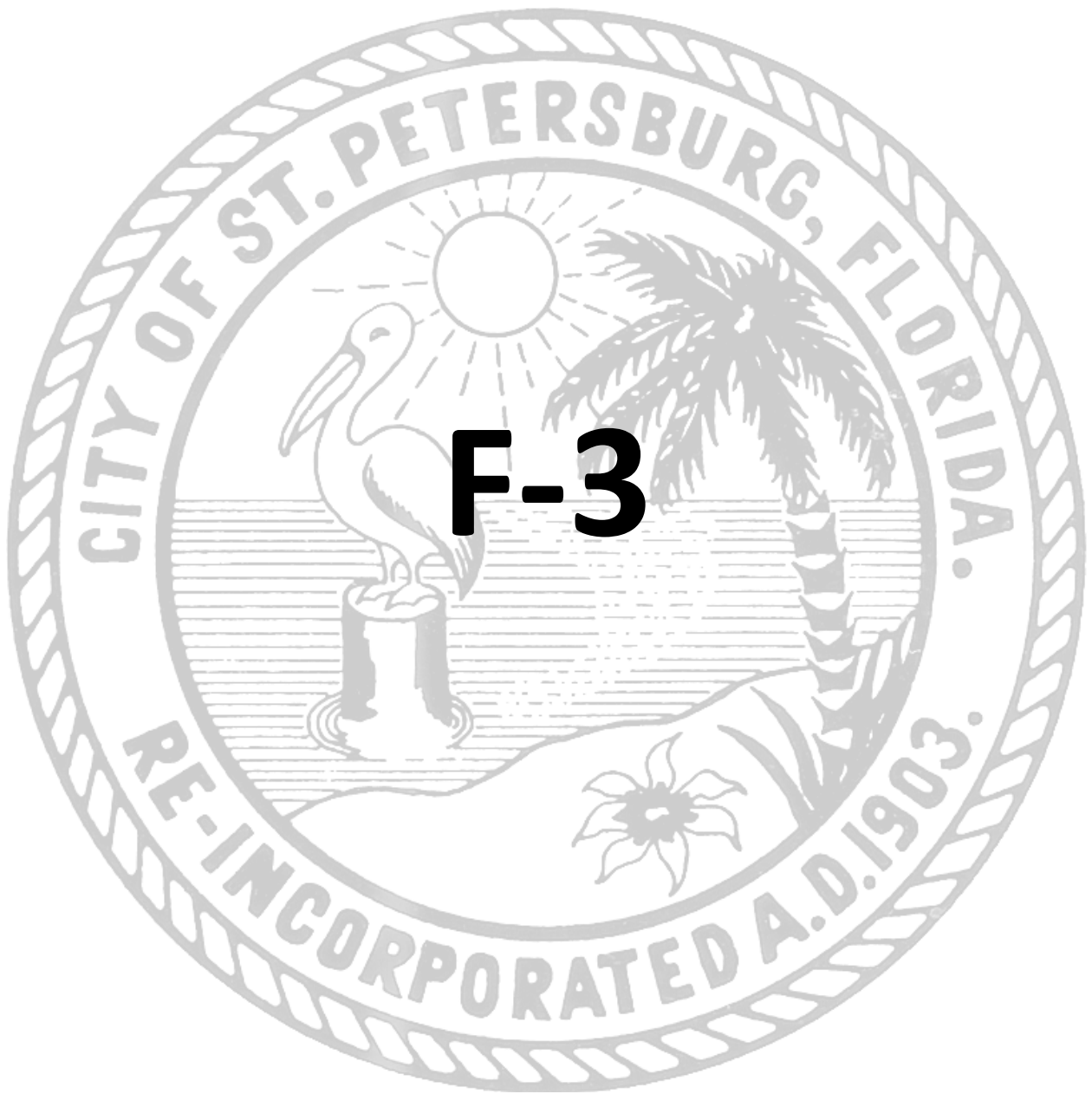
LEGAL:

APPROVED BY:

City Attorney (Designee)
00603177

City Administration

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-JACOBS/W(S) to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. (A/E) for A/E to (i) provide data collection optimization, (ii) develop a standard operating procedure, (iii) prepare a draft and final rainfall derived infiltration and inflow (RDII) program development report, and (iv) provide tool development and staff training related to the RDII Program Development Project in an amount not to exceed \$455,761.50 (ECID Project No. 22058-111; Oracle No. 18837); and providing an effective date.
Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 20, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-JACOBS/W(S) to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. (“A/E”) for A/E to (i) provide data collection optimization, (ii) develop a standard operating procedure, (iii) prepare a draft and final rainfall derived infiltration and inflow (“RDII”) program development report, and (iv) provide tool development and staff training related to the RDII Program Development Project in an amount not to exceed \$455,761.50 (ECID Project No. 22058-111; Oracle No. 18837); and providing an effective date.

EXPLANATION: *The City needs to develop a Rainfall Derived Infiltration and Inflow (“RDII”) Program to meet the requirements of the Amended Consent Order (OGC NO.16-1280) which calls for development and implementation of a Phase 2 Infiltration Screening Study. The RDII Program will provide the City with a streamlined process for implementation moving forward.*

The project goals are to provide guidelines and procedures for the City to conduct continuous and cyclical processes to collect data from the existing sanitary sewer system flow monitor network, analyze the data for RDII characteristics, prioritize the metersheds, and perform system improvements. The A/E will provide flow monitor site visits, data review, and process optimization; recommendations for optimization of equipment types (including flow meters, system monitors and/ or level sensors), RDII data analysis, metershed prioritization, field inspections and evaluations, and renewal replacement procedures; and implementation tools and training.

On October 14, 2021, the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water projects.

Task Order No. 21-01-JACOBS/W(S) in the amount of \$455,761.50 shall provide professional engineering services including but not limited to data collection optimization and standard operating procedure development; draft RDII program development; and final RDII program development, tool development, and staff training; and additional services as required.

Task Order No. 21-01-JACOBS/W(S) includes the following phases and associated not to exceed costs respectively:

Data Collection Optimization and Standard Operating Procedure Development	\$	234,629.18
Draft RDII Program Development	\$	55,545.44
Final RDII Program Development, Tool Development, and Staff Training	\$	140,586.88
Allowance	\$	25,000.00
Total	\$	455,761.50

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 21-01-JACOBS/W(S) to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. (“A/E”) for A/E to (i) provide data collection optimization, (ii) develop a standard operating procedure, (iii) prepare a draft and final rainfall derived infiltration and inflow (“RDII”) program development report, and (iv) provide tool development and staff training related to the RDII Program Development Project in an amount not to exceed \$455,761.50 (ECID Project No. 22058-111; Oracle No. 18837); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), SAN Rainfall I&I Data FY22 Project (18837).

ATTACHMENTS: Resolution
Task Order No. 21-01-JACOBS/W(S)

RESOLUTION 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-01-JACOBS/W(S) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED OCTOBER 14, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND JACOBS ENGINEERING GROUP, INC. ("A/E") FOR A/E TO (i) PROVIDE DATA COLLECTION OPTIMIZATION, (ii) DEVELOP A STANDARD OPERATING PROCEDURE, (iii) PREPARE A DRAFT AND FINAL RAINFALL DERIVED INFILTRATION AND INFLOW ("RDII") PROGRAM DEVELOPMENT REPORT, AND (iv) PROVIDE TOOL DEVELOPMENT AND STAFF TRAINING RELATED TO THE RDII PROGRAM DEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$455,761.50 (ECID PROJECT NO. 22058-111; ORACLE NO. 18837); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. ("A/E") entered into an architect/engineering agreement on October 14, 2021 for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water projects; and

WHEREAS, Administration desires to issue Task Order No. 21-01- JACOBS/W(S) for A/E to (i) provide data collection optimization, (ii) develop a standard operating procedure, (iii) prepare a draft and final Rainfall Derived Infiltration and Inflow ("RDII") program development report, and (iv) provide tool development and staff training related to the RDII Program Development Project in an amount not to exceed \$455,761.50, which amount includes a \$25,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 21-01-JACOBS/W(S) to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. ("A/E") for A/E to (i) provide data collection optimization, (ii) develop a standard operating procedure, (iii) prepare a draft and final Rainfall Derived Infiltration and Inflow ("RDII") program development report, and (iv) provide tool development and staff training related to the RDII Program Development Project in an amount not to exceed \$455,761.50.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee) 00603194

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: January 20, 2022

TO: The Honorable Gina Driscoll, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Jacobs Engineering Group
Task Order 21-01-JACOBS/W(S) in the amount of \$455,761.50

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 will provide a draft and final rainfall derived infiltration and inflow (“RDII”) program development report and involves data collection, optimization and standard operating procedure development, tool development, and staff training, for the implementation of the program.

Jacobs Engineering Group has satisfactorily completed the RDII Evaluation and Reduction Plan.

Jacobs Engineering Group, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2016, and is familiar with the City Standards.

This is the first Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

Jacobs Engineering Group, Inc.

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

A/E Agreement Effective - October 14, 2021

A/E Agreement Expiration - August 30, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	22058-111	RDII Program Development Project	Pending	
			Total:	0.00

TASK ORDER NO. 21-01-JACOBS/W(S)
RAINFALL DERIVED INFILTRATION AND INFLOW PROGRAM DEVELOPMENT
MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE, WASTEWATER, AND RECLAIMED
WATER PROJECTS
CITY PROJECT NO. 20058-111

This Task Order No. 21-01-JACOBS/W(S) is made and entered into this ____ day of _____, 2022, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE, WASTEWATER AND RECLAIMED WATER PROJECTS dated October 14, 2021 ("Agreement") between Jacobs Engineering Group, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has requested technical support from A/E in assisting the City with development of their Rainfall Derived Infiltration and Inflow (RDII) Program. This scope is to meet the requirements of the Amended Consent Order (OGC NO.16-1280) which calls for development and implementation of a Phase 2 Infiltration Screening Study. The RDII Program will provide the City a streamlined process for implementation moving forward.

The assistance will consist of the following Tasks:

1. Data Collection Optimization and SOP Development
2. Draft RDII Program Development
3. Final RDII Program Development, Tool Development, and Staff Trainings

This scope of work summarizes the activities, assumptions, requirements, and estimated effort for the above listed tasks. Performance of this scope of work will establish a continuous and cyclical process by which the City collects data within the sanitary sewer system, analyzes the data, prioritizes the metersheds, and performs system improvements. Additionally, performance of this scope of work will provide the City with guidance regarding the optimization of data collection within the sanitary sewer system for the RDII Program and for other City objectives.

II. SCOPE OF SERVICES

Task 1 – Data Collection Optimization and SOP Development

Under Task 1, the A/E will collect information from the City with regards to the following items related to the sanitary sewer collection system:

- City's long-term goals related to data collection, processing, and usage
- Locations of meters in sanitary sewer system and conditions associated with these sites
- City's current flow and level data collection procedures (field procedures)
- How City staff currently access, and use observed data, including current software platforms and/or services in use
- City's current data processing procedures
- Challenges and benefits associated with the above

A/E will gather and evaluate this information and develop recommendations for the City to optimize data collection locations and procedures and data processing procedures, as described under the following subtasks.

Task 1.1 Project Execution Plan (PEP)

A/E will develop a Project Execution Plan for this RDII Program Development project. The PEP will identify study implementation steps, specific roles and responsibilities, staffing needs for the City, major milestones, and estimated project schedule. The PEP will also include a list of data needs and usages that will be supplied by the City.

A/E will present the draft PEP to the City during the Project Kick-off Workshop. A/E will revise the PEP per comments received from the City and will submit the revised document to the City as final in electronic format.

Task 1.2 Project Kick-off Workshop

A/E will schedule and conduct a workshop with City Staff. This workshop will act as a kick-off meeting for the RDII Program Development project and will be used to initiate the gathering of information and data from the City to assess the City's current processes and methodologies. In addition to data gathering, A/E will present the draft PEP at this workshop and solicit feedback from City staff. Up to four (4) members of the A/E will attend. A/E will be responsible for the development of meeting materials and the meeting summary.

Task 1.3 Site Visits and Interviews

A/E will schedule and conduct on-site site visits and virtual interviews with City staff to assess current processes and future goals related to the above. The specific site visits and interviews will be defined in the PEP with input from the City. The budget assumes three (3) in-person full-day site visits and three (3) virtual half-day interviews with City staff.

Task 1.4 – Flow Monitoring Data Review

Rainfall data from 2018 through present corresponding to the City's recent flow data collection will be reviewed to determine whether sufficient rainfall conditions occurred from which to perform future I/I characterization, basin ranking, and/or model calibration/validation. Flow data corresponding to rainfall periods found to be suitable for these activities will then be reviewed at a high level to determine if they are generally of good quality across metersheds such that the data could be used for these activities. Detailed flow data review and processing will still be necessary to prepare the data for use under these future activities.

Results for the Task 1.4 analysis will be discussed and documented under Task 1.5 in the process optimization findings meeting with the City and also incorporated in the Process Improvement Technical Memo.

Task 1.5 Process Optimization

A/E will evaluate the information gathered from the City under the above subtasks for gaps and process effectiveness and will develop recommendations to improve the City's data collection procedures and data usage and streamline the deployment of data collection equipment and locations.

A/E will schedule and conduct a Process Optimization Findings meeting with City staff to review the findings and recommendations from Task 1. A/E will be responsible for the development of meeting materials and meeting summaries. A/E will integrate input from City staff into the development of the Process Improvement Technical Memorandum. This memorandum will include a summary of findings from the Project Kick-off Workshop, site visits, and City staff interviews; an evaluation and gap analysis of current meter locations; an evaluation of the effectiveness of current City procedures and associated software platforms or services (field, analytical, and administrative); and recommendations for optimization or enhancements to all of these items along with an associated flow diagram(s). A total of four (4) Standard Operating Procedures (SOPs) will be developed for field data collection, data evaluation and processing, data analysis for RDII characterization, and collection system model updating. The SOPs will be developed as outlined procedures, detailing the guidance and fundamentals of the process. Detailed software instructions will not be included in the SOPs.

Task 1 Deliverables: Project Execution Plan, Project Kick-off Workshop materials and summary, Process Improvement Technical Memo with SOPs and Flow Diagram. Comments from City staff on this deliverable will be incorporated into the deliverable for Task 2.

Task 2 – Draft RDII Program Development

Working with City staff, A/E will develop a Rainfall Derived Infiltration and Inflow (RDII) Program plan that is comprised of a continuous cycle of sanitary sewer system monitoring, data analysis, metershed prioritization, field inspections and sanitary sewer evaluation study, and renewal and replacement (R&R). The RDII Program plan will apply the recommendations developed under Task 1 to utilize an optimal balance of flow meters, system monitors, and/or level sensors to be monitored by WRD and ECID staff. The RDII Program plan will define the frequency by which a full Citywide flow monitoring study will be completed such that there is adequate time in the schedule to allow for all phases of the RDII Program implementation. The proposed RDII Program plan will be summarized in a report that incorporates key elements from the Task 1 Process Improvement Technical Memorandum, including the SOPs.

A/E will schedule and conduct an interim meeting via MS Teams to review progress on this task and receive feedback from the City on the direction of the RDII Program development. A/E will schedule and conduct a second meeting with City staff to review the complete draft RDII Program plan. A/E will be responsible for the development of meeting materials and meeting summaries. A/E will integrate input from City staff into the development of the Final RDII Program Report.

Task 2 Deliverables: Draft RDII Program Report; Meeting materials and summaries. Comments from City staff on the Draft RDII Program Report will be incorporated into the deliverable for Task 3.

Task 3 – Final RDII Program Development, Tool Development, and Staff Trainings

Task 3.1 RDII Program Implementation Tools

A/E will work with the City to develop tools for scheduling the RDII Program activities, integrating the program with other City collection system activities, and for scoring and evaluating the RDII Program sewersheds. These tools may include the following:

- Strategic matrix for scheduling R&R activities and continuing monitoring via the St. Petersburg Integrated Water Resources Master Plan Water Plan (St. Pete Water Plan) and the Sanitary Sewer Asset Management Plan
- Matrix for developing capital and operational budgets for the RDII program
- QA/QC Maintenance Process for maintaining the RDII Program components to track what is not working, how and when it was fixed, who is responsible for monitoring what and communicating with whom.

A/E will schedule and conduct an MS Teams meeting with City staff to initiate this task, understand the City's current approach for the scheduling of collection system activities, and establish the objectives for these tools. A/E will be responsible for the development of meeting materials and a meeting summary.

Task 3.2 Final Report Development

A/E will revise the RDII Program Report based on all input received from the City and will incorporate the tools developed under Task 3.1.

AE will schedule and conduct a workshop with City staff to review the revised RDII Program Report. A/E will be responsible for the development of meeting materials and a meeting summary.

Following the workshop, A/E will finalize the RDII Program Report and submit a final version to the City along with a GIS file documenting locations and types of all permanent monitoring equipment and the location, frequency, duration, and type of temporary monitoring equipment.

Task 3.3 Staff Support

The City will use its own staff to implement the RDII Program and conduct all data collection, data quality review, and field inspections under the program. The purpose of this sub-task is to train the City staff on the field data collection, data processing and evaluation, data analysis for RDII characterization, and collection system model updating.

For each SOP, A/E will conduct the following activities:

- Develop training materials. (Training will focus on key process elements and will assume a basic understanding and familiarity with tools and software.)
- Schedule and conduct a one-day workshop with City staff. SOPs that address field activities will include hands on activities at the City's yard.
- Conduct one follow-up Q & A session with the City staff once the City has started the implementation of the SOP.

Task 3 Deliverables: Final RDII Program Report that summarizes the future RDII Program plan; Workshop materials and summary; Staff training materials

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Project Initiation Activities	35
Task 1 - Data Collection Optimization SOP Development	280
Task 2 - Draft RDII Program Development	310
Task 3 - Final RDII Program Development, Tool Development, and Staff Trainings	390

IV. A/E'S RESPONSIBILITIES

A/E will provide deliverables listed in Section VI below. No flow data analysis is provided under this scope of work. A/E will provide invoices in accordance with the Contract terms and conditions corresponding to this scope of work.

V. CITY'S RESPONSIBILITIES

The City shall provide the following:

1. The City will provide data and access to data needed to the A/E as requested.
2. Access to appropriate staff to develop the deliverables included in this Task Order.
3. Suitable meeting facilities.
4. Prompt review of draft deliverables.

VI. DELIVERABLES

Task 1 - Project Execution Plan, Project Kick-off Workshop materials and summary, Process Improvement Technical Memo with SOPs and Flow Monitoring Data Review Results, and Flow Diagram

Task 2 - Draft RDII Program Report, Meeting materials and summary

Task 3 - Final RDII Program Report, Workshop materials and summary, Training materials, and Tools

VII. A/E'S COMPENSATION

For Tasks 1 through 3, the City shall compensate the A/E the lump sum amount of **\$430,761.50**.

This Task Order establishes an allowance in the amount of **\$25,000.00** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **\$455,761.50**, per Appendix A.

VIII. PROJECT TEAM

Jacobs Engineering, Inc.

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

IX. ASSUMPTIONS

- All data will be collected by the City; all analysis will be drawn from this information as well as historical information already delivered by the City.
- Comments on reports and intermediate deliverables will be consolidated by the City into a single transmittal. A two-week review time is anticipated.
- A/E will reasonably rely upon the accuracy and completeness of any information/data provided by the City or other third-parties without independent verification.
- City will provide A/E access to the appropriate end-users.

X. MISCELLANEOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Chandrasasa Srinivasa
City Clerk

By: _____
Brejesh Prayman, P.E., Director
Engineering & Capital Improvements

(SEAL)

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)

Jacobs Engineering Group Inc

(Company Name)

By: Joelle S. Francois
(Signature)
Joelle S. Francois, P.E., Manager of Projects
(Printed Name and Title)

Date: 01/05/2022

WITNESSES:

By: Jessica Jimenez
(Signature)
Jessica Jimenez
(Printed Name)

By: Michelle Collins
(Signature)
Michelle Collins
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Rainfall Derived Infiltration and Inflow Program Development
Project No. 22058-111

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Engineer 8	Engineer 7	Engineer 6	Engineer 5	Engineer 4	Specialist 3	Specialist 2	Engineer 2	Engineer 1	Office Admin	Total Hours	Labor Cost
Direct Salary		\$ 106.86	\$ 71.90	\$ 64.48	\$ 63.31	\$ 56.30	\$ 48.28	\$ 34.19	\$ 37.43	\$ 30.71	\$ 31.93		
Multiplier/Overhead 2.457		\$ 155.70	\$ 104.76	\$ 93.95	\$ 92.25	\$ 82.03	\$ 70.35	\$ 49.82	\$ 54.54	\$ 44.75	\$ 46.53		
Profit 14.77%		\$ 38.79	\$ 26.10	\$ 23.41	\$ 22.98	\$ 20.44	\$ 17.53	\$ 12.41	\$ 13.59	\$ 11.15	\$ 11.59		
Billing Rates ¹		\$ 301.35	\$ 202.76	\$ 181.84	\$ 178.54	\$ 158.77	\$ 136.16	\$ 96.42	\$ 105.56	\$ 86.61	\$ 90.05		
TASK													
1	Data Collection Optimization and SOP Development	124	184	285	64	236	10	24	250	193	37	1407	\$ 225,509.18
2	Draft RDII Program Development	29	59	75	0	61	5	0	45	68	0	342	\$ 55,345.44
3	Final RDII Program Development, Tool Development, and Staff Trainings	106	102	112	97	180	5	0	41	99	21	763	\$ 134,361.88
Totals		259	345	472	161	477	20	24	336	360	58	2512	\$ 415,216.50

II. Fee Calculation


Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$225,509.18	\$9,120.00	\$0.00	\$0.00	\$234,629.18
2	\$55,345.44	\$200.00	\$0.00	\$0.00	\$55,545.44
3	\$134,361.88	\$6,225.00	\$0.00	\$0.00	\$140,586.88
Total	\$415,216.50	\$15,545.00	\$0.00	\$0.00	\$430,761.50

III. Fee Limit

Lump Sum Cost	\$430,761.50
Allowance⁴	\$25,000.00
Total:	\$455,761.50

IV. Notes:

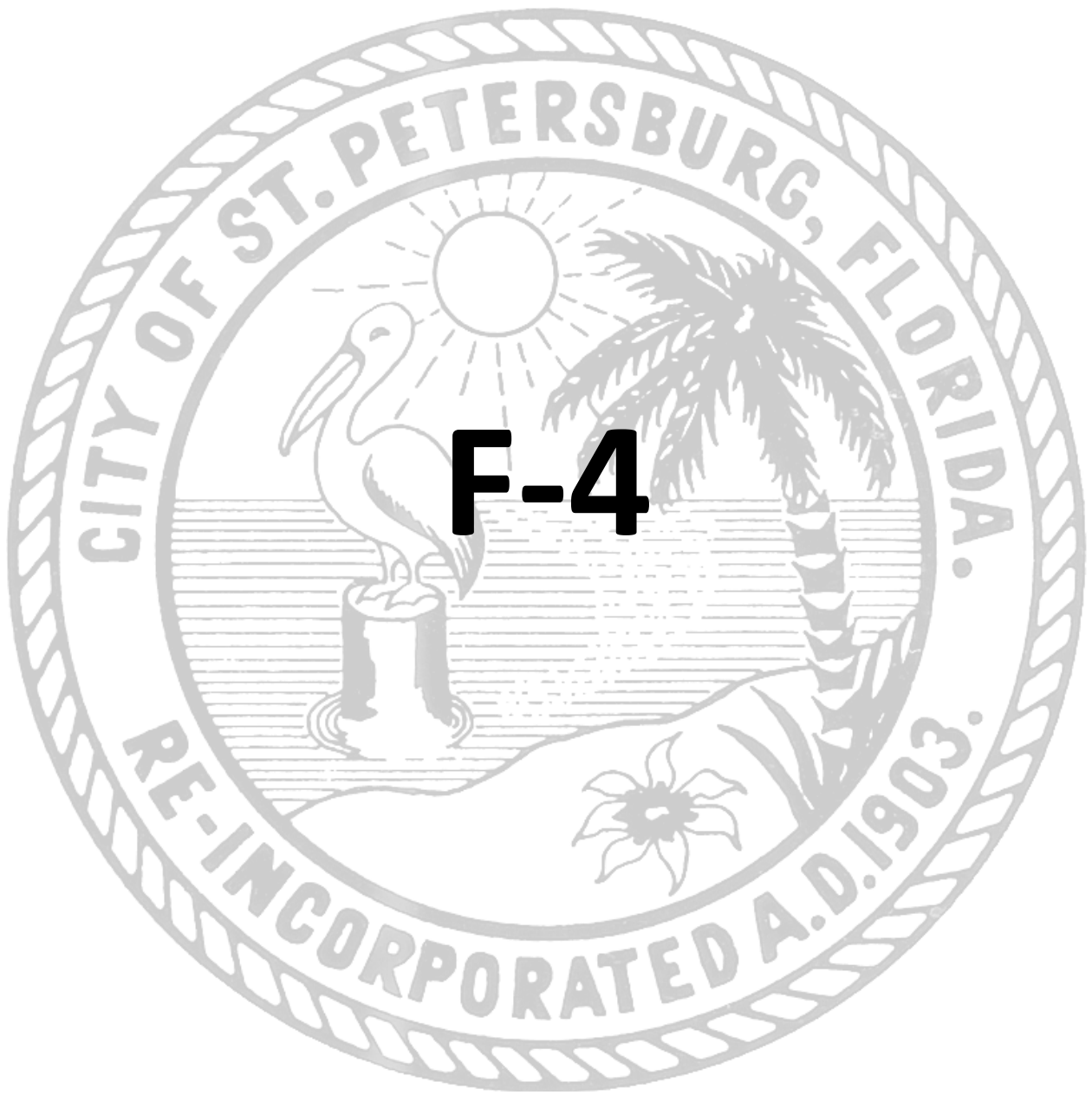
1. Rate x overhead + profit (per contract).
2. Includes expenses for: mileage, postage, reprographics
3. Includes XX percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142829
Name:	Johnson, Sarah B	Request Date:	05-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 1/20
Message:	22058-111 - Jacobs - RDII Program - Task Order
Supporting Documentation:	Jacobs - RDII Program - Task Order - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	05-JAN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	06-JAN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	06-JAN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	07-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution providing for the waiver, on a one-time basis, of City Code Section 2-337; confirming the appointment of Gregory Holzwart and Roland Ribblet to the Code Enforcement Board for a third consecutive term ending December 31, 2024; finding that such waiver will provide a benefit to the City and its citizens; and providing an effective date.
Please scroll down to view the backup material.



F-4

ST. PETERSBURG CITY COUNCIL

Report

Meeting of January 20, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

FROM: James Corbett, Director, Codes Compliance Assistance Department 

SUBJECT: A Resolution providing for the waiver, on a one-time basis, of City Code section 2-337; confirming the appointment of Gregory Holzwart and Roland Ribblet to the Code Enforcement Board for a third consecutive term ending December 31, 2024; finding that such waiver will provide a benefit to the City and its citizens; and providing an effective date.
(Requires an affirmative vote of at least 6 members of City Council)

EXPLANATION: Pursuant to St. Petersburg City Code Section 2-337, appointees to City boards, including the Code Enforcement Board ("Board"), may serve no more than two consecutive full terms on the same board. City Council may waive this section for an appointee by resolution. Such resolution must pass with six (6) affirmative votes and is required to be presented as a report item on the agenda. A demonstrated benefit to the City must also be shown in the resolution.

Mr. Ribblet has served on the Board for two consecutive terms of three years each and his current term expired on December 31, 2021. The Codes Compliance Assistance Department ("Department") believes that Mr. Ribblet's leadership on the Board has been invaluable both to the Department and the citizen participants appearing before the Board. Mr. Ribblet is a Director of Corporate Real Estate and Facilities Manager. Mr. Ribblet's experience in building maintenance and real estate management has been a benefit to the Board, the City, and the public because of his ability to assist the Board in understanding the foreclosure process, real estate title matters, and the general impact of tenant issues as they apply to the code enforcement process. Therefore, the Department recommends the re-appointment of Roland Ribblet to the Board and believes that his reappointment will provide a benefit to the Department, the Board and the City.

Mr. Holzwart has served on the Board for two consecutive terms of three years each and his current term expired on December 31, 2021. Mr. Holzwart has also served as the Chair of the Board for the past year. The Department believes that Mr. Holzwart's leadership on the Board has been invaluable both to the Department and the citizen participants appearing before the Board. Mr. Holzwart is a retired Pinellas County School System instructor and athletic coach. Mr. Holzwart's experience as an educator has been a benefit to the Board, the City, and the public because of his ability to assist the Board by providing steady guidance and consistent leadership as the Board Chair. Therefore, the Department recommends the re-appointment of Gregory Holzwart to the Board and believes that his reappointment will provide a benefit to the Department, the Board and the City.

RECOMMENDATION: Administration recommends approval of the resolution providing for the waiver, on a one-time basis, of City Code section 2-337; confirming the appointment of Gregory Holzwart and Roland Ribblet to the Code Enforcement Board for a third consecutive term ending December 31, 2024; finding that such waiver will provide a benefit to the City and its citizens; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

Resolution No. _____

A RESOLUTION PROVIDING FOR THE WAIVER, ON A ONE-TIME BASIS, OF CITY CODE SECTION 2-337; CONFIRMING THE APPOINTMENT OF GREGORY HOLZWART AND ROLAND RIBBLET TO THE CODE ENFORCEMENT BOARD FOR A THIRD CONSECUTIVE TERM ENDING DECEMBER 31, 2024; FINDING THAT SUCH WAIVER WILL PROVIDE A BENEFIT TO THE CITY AND ITS CITIZENS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Petersburg City Code Section 2-337 currently limits appointees to City boards, committees, and commissions from serving more than two consecutive full terms on the same board, committee, or commission; and

WHEREAS, four vacancies will occur on the Code Enforcement Board (“Board”), starting on January 1, 2022; and

WHEREAS, Gregory Holzwart and Roland Ribblet will have served two consecutive full terms on the Board as of December 31, 2021 and seek a third term in excess of the term limits provided by Section 2-337; and

WHEREAS, Section 2-337 allows for a waiver of the two term limit by resolution; and

WHEREAS, the Codes Compliance Assistance Department believes that waiver of the term limit requirements of City Code section 2-337 will provide a benefit to the City and its citizens.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the requirements of City Code Section 2-337 are hereby waived on a one-time basis.

BE IT FURTHER RESOLVED that the appointment of Gregory Holzwart and Roland Ribblet to the Code Enforcement Board for a third consecutive term ending December 31, 2024 is hereby confirmed.

BE IT FURTHER RESOLVED that this Council finds that such waiver will provide a benefit to the City and its citizens.

This resolution shall become effective immediately upon its adoption.

Approved as to form and content:

/s/ Devon E. Haggitt
City Attorney or (Designee)
00599357

The following page(s) contain the backup material for Agenda Item: Respectfully requesting an update regarding the status of the Tangerine Plaza Project at the February 3, 2022 City Council meeting. (Councilmember Wheeler-Bowman)
Please scroll down to view the backup material.



G-1

CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: **Members of City Council**

DATE: **January 14, 2022**

COUNCIL DATE: **January 20, 2022**

RE: ***Tangerine Plaza Update***

ACTION DESIRED:

Respectfully requesting an update regarding the status of the Tangerine Plaza Project at the February 3, 2022 City Council meeting.

Lisa Wheeler-Bowman, Council Member
District 7

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Lot Clearing Number(s) LCA 1632
Please scroll down to view the backup material.



J-1



CITY OF ST. PETERSBURG
MEMORANDUM

TO: Chan Srinivasa, City Clerk, City Clerk's Office

FROM: David Dickerson, Collection Manager, Billing & Collections *YDW*

SUBJECT: Public Hearing - City Council Meeting on **January 20, 2022**

DATE: January 5, 2022

Attached is the backup information regarding the Special Assessments listed below that are scheduled for confirmation at the council meeting referenced above:

ASSESSMENT TYPE

ASSESSMENT NUMBER

LOT CLEARING

LCA 1632

ST. PETERSBURG CITY COUNCIL

MEETING OF: January 20, 2022

TO: COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL

SUBJECT: Confirming Preliminary Assessment for
Lot Clearing Number(s) LCA 1632

EXPLANATION: The Sanitation Department has cleared the following
number
of properties under Chapter 16 of the St. Petersburg
City Code. The interest rate is 8% per annum on the unpaid
balance.

LCA:	<u>1632</u>
NUMBER OF STRUCTURES:	<u>17</u>
ASSESSABLE AMOUNT:	<u>\$3,695.72</u>

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 \$3,695.72 will be fully assessable
to the property owners.

ATTACHMENTS:

MAYOR:_____

COUNCIL ACTION:_____

FOLLOW-UP:_____

AGENDA NO._____

3:14:51:

**** City of St. Petersburg ****
 Special Assessments Division
 FINAL ASSESSMENT ROLL
 1-20-2022

Page 1

OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
00576 WILLIAMS, BRUCE 25N N 14TH ST UNIT 810 SAN JOSE CA 951126204	36 31 16 01152 000 0202 ANNHURST S 75FT OF N 225FT OF TR B	2740 18TH ST S	224.47
00577 AZZAM PROPERTIES CORPORATION 1000 N WEST ST STE 1200 WILMINGTON DE 198011058	21 31 16 07182 005 0020 BELLECREST HEIGHTS BLK 5, LOT 2	5010 2ND AVE S	184.38
00578 4409 22ND AVE S ST LAND TRUST RAMOS, ELLIOT TRE 8009 HEMINGWAY CIR HAINES CITY FL 338442872	27 31 16 12474 000 2090 BRUNSON-DOWELL SUB NO. 1 LOT 209	4409 22ND AVE S	224.47
00579 TROTMAN, VIVIENNE L 434 GRAND AVE BROOKLYN NY 112382472	25 31 16 29682 009 0150 FRUITLAND HEIGHTS PLAT B BLK I, LOT 15	1834 19TH ST S	424.92
00580 ZHUKOVSKIY USA LLC 4830 W KENNEDY BLVD STE 600 TAMPA FL 336092584	24 31 16 29718 011 0130 FULLER'S SUB BLK 11, LOT 13	1725 1ST AVE N	184.38
00581 GFJH HOLDINGS LLC 76 PASADENA AVE S SAINT PETERSBURG FL 337071216	26 31 16 30330 002 0010 GASTON REPLAT BLK B, LOT 1	1766 27TH ST S	184.38
00582 GOOD SAMARITANS PROPERTY MAINTENANCE INC 5501 28TH ST N STE 11 SAINT PETERSBURG FL 33714	30 31 17 43038 000 0260 INGRAM PLACE LOT 26	860 17TH AVE S	184.38

13:14:51:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
1-20-2022

Page 2

	OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
30583	SURREY, MILDRED EST 844 5TH AVE S APT 11 SAINT PETERSBURG FL 337014503	35 31 16 48060 002 0010 LAKE MAGGIORE HEIGHTS BLK B, LOT 1	2333 22ND ST S	224.47
30584	STARKS, ZAKI T 2343 41ST ST S SAINT PETERSBURG FL 337113415	06 32 17 51480 006 0090 LEWIS ISLAND SEC 2 BLK 6, LOT 9	4300 MENHADEN DR SE	224.47
30585	GROSSMAN, SUSAN J 4612 4TH AVE N SAINT PETERSBURG FL 337137208	21 31 16 63090 006 0100 OAK RIDGE BLK F, LOT 10	4612 4TH AVE N	224.47
30586	HARRIS, RONALD P HARRIS, SYLVESTER JR 1123 VALENTINE CT RIVERDALE GA 302963071	26 31 16 72936 000 0280 PRATHER'S FIFTH ROYAL LOT 28	2501 12TH AVE S	184.38
30587	GREGORIAN, MATTHEW 526 13TH AVE S SAINT PETERSBURG FL 33701	30 31 17 77400 000 1170 ROYAL POINCIANA LOT 117	526 13TH AVE S	184.38
30588	ERICKSON, BRITTANY 1720 45TH ST S SAINT PETERSBURG FL 337112610	27 31 16 88650 000 0200 SUTTON'S RESUB LOT 20	1720 45TH ST S	224.47
30589	CARPENTER COMPANIES FL LLC 142 W PLATT ST STE 116 TAMPA FL 336062315	26 31 16 89640 003 0050 TANGERINE HIGHLANDS BLK C, LOT 5	1821 27TH ST S	184.38

3:14:51:

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
1-20-2022

Page 3

OWNER NAME /MAILING ADDRESS	PARCEL ID /LEGAL DESCRIPTION	PROPERTY ADDRESS	ORIGINAL ASSESSMENT
0590 HARRIS, CARRIE EST 3142 20TH AVE S SAINT PETERSBURG FL 337122907	26 31 16 89712 006 0070 TANGERINE TERRACE NO. 2 BLK F, LOT 7	3142 20TH AVE S	224.47
0591 WELLS, KEVIN 4905 34TH ST S UNIT 115 SAINT PETERSBURG FL 337114511	22 31 16 96228 006 0030 WEST CENTRAL AVE RESUB BLK 6, LOT 3	3418 2ND AVE S	224.47
0592 GAINER, BELINDA 4371 18TH AVE S SAINT PETERSBURG FL 337112721	26 31 16 97560 000 0710 WILDWOOD SUB LOTS 71 AND 72	1300 28TH ST S	184.38

BER OF ASSESSMENTS: 17

TOTAL ASSESSMENT AMOUNT: 3,695.72

LOT CLEARING NUMBER 1632
COST / FUNDING / ASSESSMENT INFORMATION

<u>CATEGORY ASSESSED</u>	<u>AMOUNT TO BE ASSESSED</u>
LOT CLEARING COST	\$ 2,590.72
ADMINISTRATIVE FEE	\$ <u>1,105.00</u>
TOTAL:	\$ 3,695.72

A RESOLUTION CONFIRMING AND APPROVING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO.1632 ("LCA 1632") 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.1632 ("LCA 1632") 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.1632 ("LCA 1632") 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 8% 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:

/s/ Ben James
City Attorney (Designee)
00602446

The following page(s) contain the backup material for Agenda Item: Ordinance 131-HL approving the owner-initiated designation of the Peninsular Fruit Company Building, located at 10000 Gandy Blvd. North, as a Local Historic Landmark of the St. Petersburg Register of Historic Places. (City File 21-90300006). [QUASI-JUDICIAL]
Please scroll down to view the backup material.



J-2



ST. PETERSBURG CITY COUNCIL
Meeting of January 20, 2022

TO: The Honorable Chair Gina Driscoll and Members of City Council

SUBJECT: Owner-Initiated Local Historic Landmark Designation of the Peninsular Fruit Company Building at 10000 Gandy Blvd. N. (City File 21-90300006). [QUASI-JUDICIAL]

REQUEST: The request is to designate the Peninsular Fruit Company Building, as a local historic landmark in the St. Petersburg Register of Historic Places.

BACKGROUND: An analysis of the request is provided in the attached CPPC Staff Report.

RECOMMENDATION:

Administration: Administration recommends approval.

Community Planning and Preservation Commission: On December 14, 2021, the Community Planning and Preservation Commission held a public hearing and voted 7-0 to recommend approval of the request to designate the Peninsular Fruit Company Building.

Recommended City Council Action: 1) CONDUCT the second reading and quasi-judicial public hearing of the proposed ordinance; AND 2) APPROVE the proposed ordinance.

Attachments: Ordinance, Staff Report to the CPPC with the Designation Application included, draft CPPC minutes.

ORDINANCE NO. 131-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE PENINSULAR FRUIT COMPANY BUILDING, LOCATED AT 10000 GANDY BOULEVARD NORTH, AS A LOCAL HISTORIC LANDMARK AND ADDING THE PROPERTY TO THE ST. PETERSBURG REGISTER OF HISTORIC PLACES PURSUANT TO SECTION 16.30.070, CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The City Council finds that the Peninsular Fruit Company Building meets at least one of the nine criteria listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the Peninsular Fruit Company Building meets the following criteria:

- (a) Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
- (b) Its location is the site of a significant local, state, or national event.
- (c) Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- (f) It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.

SECTION 2. The City Council finds that the Peninsular Fruit Company Building meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

- (a) Location. The place where the historic property was constructed or the place where the historic event occurred;
- (b) Design. The combination of elements that create the form, plan, space, structure, and style of a property;
- (c) Setting. The physical environment of a historic property;
- (d) Materials. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property;
- (e) Workmanship. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory; and
- (f) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time.

SECTION 3. The Peninsular Fruit Company Building, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

Designation Boundary
BRIDGEVIEW SUB BLK 9, UNPLATTED PART OF BLK 9 LES RD R/W

SECTION 4. This ordinance, having been heard at a duly noticed quasi-judicial public hearing, shall become effective immediately upon its adoption.

Approved as to Form and Substance:

<u>Michael J. Dema</u>	12/23/2021
City Attorney (or Designee)	Date

<u>/s/ Elizabeth Abernethy</u>	
Planning and Development Services Department	Date



Community Planning and Preservation Commission

10000 Gandy Blvd N

**AREA TO BE APPROVED,
SHOWN IN**



**CASE NUMBER
21-90300006**



**SCALE:
1" = 200'**



CITY OF ST. PETERSBURG, FLORIDA

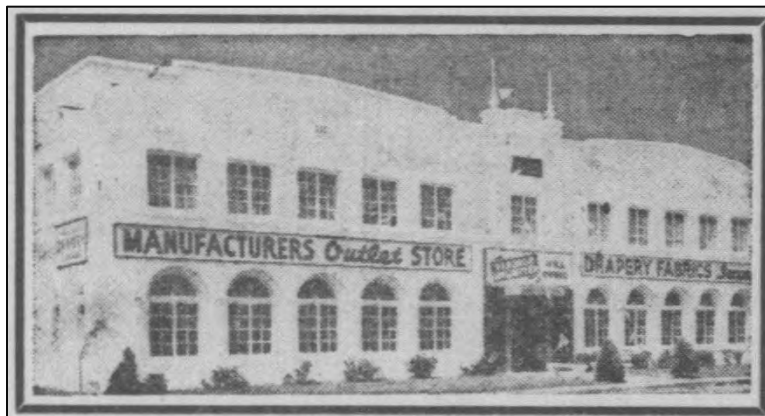
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

STAFF REPORT

COMMUNITY PLANNING AND PRESERVATION COMMISSION REQUEST FOR LISTING IN THE ST. PETERSBURG REGISTER OF HISTORIC PLACES

Report to the Community Planning and Preservation Commission from the Urban Planning and Historic Preservation Division, Planning and Development Services Department, for Public Hearing and Executive Action scheduled for **Tuesday, December 14, 2021, beginning at 2:00 p.m.**, in Council Chambers of City Hall, 175 Fifth St. N., St. Petersburg, Florida. Everyone is encouraged to view the meetings on TV or online at https://www.stpete.org/connect_with_us/stpete_tv.php.

According to Planning & Development Services Department records, no Commission member or his or her spouse has a direct or indirect ownership interest in real property located within 2,000 linear feet of real property contained with the application (measured in a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon the announcement of the item.



CASE NUMBER:	21-90300006
LANDMARK NAME:	Peninsular Fruit Company Building
STREET ADDRESS:	10000 Gandy Blvd. N.
PARCEL ID NUMBER:	18-30-17-11322-009-0060
LEGAL DESCRIPTION:	BRIDGEVIEW SUB BLK 9, UNPLATTED PART OF BLK 9 LES RD R/W
OWNER:	Gandy 10k LLC
AGENT:	Thomas A. Hammer, AIA, Rowe Architects Inc.
REQUEST:	Owner-initiated designation of the Peninsular Fruit Company Building as a Local Historic Landmark of the St. Petersburg Register of Historic Places [Quasi-Judicial]

Summary: Peninsular Fruit Company Building

Historic/Alternative Names:	Yardage Unlimited (8PI00487); Alveo Chemical Corp.
Date of Construction:	Circa 1924
Period of Significance:	1924-1971
Architect and Builder:	Unknown
Criteria for Landmark Eligibility:	A, B, E, and F
Areas of Significance:	Architecture Commerce Community Planning and Development
Retention of Historic Integrity:	Location, Design, Materials, Workmanship, and Feeling

OVERVIEW AND BACKGROUND

The property at 10000 Gandy Blvd N ("the subject property") was constructed circa 1924 in the Mediterranean Revival style that was fashionable at that time, particularly in rapidly blossoming coastal Floridian communities such as St. Petersburg. The subject property was designed to engage the curve between present-day 4th St N and Gandy Blvd, making it a prominent landmark for tourists entering or exiting St. Petersburg via the then brand-new Gandy Bridge. As such, it stands as a tangible reminder of several important themes in St. Petersburg's history: citrus fruit's impact on the region's identity, the Gandy Bridge's huge effect on the area's development, and the growing importance of tourism to the young city's economy.

The application was accompanied by a thorough narrative detailing the subject property's history, existing conditions, and significance to the community's development. Staff concurs with the application's (Appendix A) conclusion that the subject property is eligible for listing in the St. Petersburg Register of Historic Places. The application proposes listing under criteria A, E, F, and I. Staff recommends listing under criteria A, B, E, and F in the areas of Architecture, Commerce, and Community Planning and Development).

ARCHITECTURAL DESCRIPTION

A detailed narrative description of the property is included in the application documentation (Appendix A). The subject property is a two-story building facing southeast, following the direction of the curve between 4th St N and Gandy Blvd N. A single-story addition at the building's rear (northwest) elevation follows the parcel's triangular shape.

The building offers a straightforward but carefully detailed example of commercial Mediterranean Revival architecture. Its façade is symmetrical and features 11 bays of eight-lite casement windows. The windows at the ground floor feature arched fanlights and are separated by engaged twisted columns. See the Character Defining Features section and the application for additional details on the building's ornamentation.

HISTORICAL CONTEXT

The southern portion of the Florida peninsula was largely unsettled in the mid-nineteenth century. The vast majority of the Seminole tribes who had resided in Tampa Bay had been eliminated, migrated, or killed by disease by the conclusion of the Indian Wars in 1858.¹ A small handful of settlers had established fish ranchos and small farms in the lower Pinellas area by the dawn of the Civil War, but most relocated during the conflict.

Following the war, politicians in Florida and states throughout the South struggled to recoup financially while still bickering over the ramifications of emancipation. During these early post-war years, some of the settlers that had called the Pinellas Peninsula home prior to the Civil War returned, and their numbers slowly grew. The expansion of railroad construction further into the state allowed a growing number of large-scale landowners to begin developing what had previously been agricultural land in the final decades of the 1800s. One such landowner was Peter Demens (born Pyotr Alexeyevitch Dementyev), a Russian immigrant and speculative real estate developer. Partially financed by Philadelphian and fellow area landowner Hamilton Disston, Demens expanded the Orange Belt Railway into, and platted the land that would become, St. Petersburg. When the first trains arrived in the newly named town in 1888, it was home to only 30 residents.

Although the Orange Belt Railway was providing service into St. Petersburg, it was not initially successful. The American Medical Association's Dr. W.C. Van Bibber had endorsed the Pinellas peninsula as the perfect location for a "Health City" in 1885. To boost ridership and capitalize on the idea that St. Petersburg's climate offered healing powers, the Orange Belt Railway started to offer seaside excursions to St. Petersburg in 1889.² These excursions were among the first concentrated efforts by the community and its boosters to attract tourists.³ When the railroad could not pay its debts in 1889, the syndicate of Philadelphia financiers holding the debts took over the railroad and the investment company, which was responsible for the land held in the name of the railroad.⁴

The Citrus Industry in St. Petersburg

In his economic history of Florida, William B. Stronge notes the significant and growing impact that the "sunshine sector" had in the twentieth century as production shifted away from "frontier industries" such as lumber and open-range cattle ranching and the state began to establish itself as a destination. His evaluation of the state's growing economy considers the combined impact of all industries which depend upon Florida's warm weather, and, perhaps more specifically, upon its mild winters. When taking the impact of tourism into account alongside the production of winter and early spring vegetables, citrus, and other semitropical products, this sunshine sector had come to account for nine percent of the state's total production in 1899. Although

¹ Nevin D. Sitler, *Warm Wishes from Sunny St. Pete*, (Charleston, SC: The History Press, 2014), 21-22.

² Raymond Arsenault, *St. Petersburg and the Florida Dream: 1888 – 1950*, (Norfolk, VA: The Donning Company, 1988), 62.

³ Karl H. Grismer, *The Story of St. Petersburg: The History of Lower Pinellas Peninsula and the Sunshine City*, (St. Petersburg, FL: P.K. Smith & Company, 1924), 70, 97, 111; "Heavy Real Estate Deal: Old Company Goes Out of Business," *St. Petersburg Times*, December 15, 1906.

⁴ Grismer.

this figure trailed so-called frontier and maritime industries, which created 55 and 34 percent of statewide economic production respectively, the sunshine sector would grow significantly in the coming decades and surpass 50 percent of the state's economy by 1950.⁵

St. Petersburg's tourist and winter-resident population had begun to swell thanks to the connectivity afforded by the Orange Belt Railway and the marketing efforts developers. The local citrus industry saw a major boost after the winter of 1894-1895, when a large number of groves further north in Florida were devastated by a lasting freeze. This caused growers to move to even more temperate areas, such as Pinellas County.⁶ Stronge's consideration of a sunshine sector which encompasses both the growth of tourism and of citrus farming in Florida becomes especially relevant when examining resources such as the subject property, which certainly demonstrates a higher style of architecture than would be needed for a strictly utilitarian packinghouse or sales building.

A 1926 aerial photograph of an area just north of downtown St. Petersburg shows (Figure 2) that, even at the height of the 1920s residential construction boom, land at the fringes of the town's commercial core was being cultivated as citrus groves with neatly-spaced dots of trees, quite often comingling with new housing developments and land that had been cleared and readied for development through the grading and paving of streets, sidewalks, and alleys.



Figure 1: 1926 Aerial photograph of citrus farms interspersed with developments of single-family homes.

⁵ William B. Stronge, *The Sunshine Economy: An Economic History of Florida Since the Civil War*, (Gainesville, FL: University Press of Florida, 2008), 16-19, 169.

⁶ Arsenault, 62.

Along with tourism, citrus production remained an important element of the sunshine sector. Oranges were the predominant citrus crop, accounting for approximately 70 percent of Florida's total citrus in 1930; grapefruit production accounted for most of the remaining 30 percent. Florida's citrus growers benefitted greatly from changing tastes among Americans (likely related to nationwide marketing campaigns as well as improving shipping), which saw the per-capita consumption of apples fall and citrus consumption rise during the 1910s and 1920s.⁷

Largely as a result of the efforts of city boosters to attract businesses and residents, developers such as H. Walter Fuller, Noel Mitchell, Charles Hall, Charles Roser, and C. Perry Snell triggered the city's first real estate land boom from 1909 to the start of World War I.⁸ Promotional efforts by the Atlantic Coast Line railroad (created in 1902 from the former Orange Belt Railroad and Henry Plant's South Florida Railroad) brought organized tourist trains from New York in 1909 and from the Midwest in 1913.

St. Petersburg's fresh citrus crops were marketed to early twentieth century winter visitors and tourists through downtown shops and the shipment of gift baskets. Visitors to St. Petersburg were urged to send a box of fresh fruit to loved ones back north for the holidays. During the early 1920s, a handful of packing and shipping companies sold citrus from downtown storefronts in addition to hosting visitors at packinghouses in more industrial areas on the outskirts of the city.

The builders of the subject property appear to have taken advantage of the site's proximity to the newly constructed Gandy Bridge as well as tourists' and visitors' interest in purchasing fresh citrus fruit. The building appears to have been constructed circa 1924, the same year that the bridge opened to passengers.

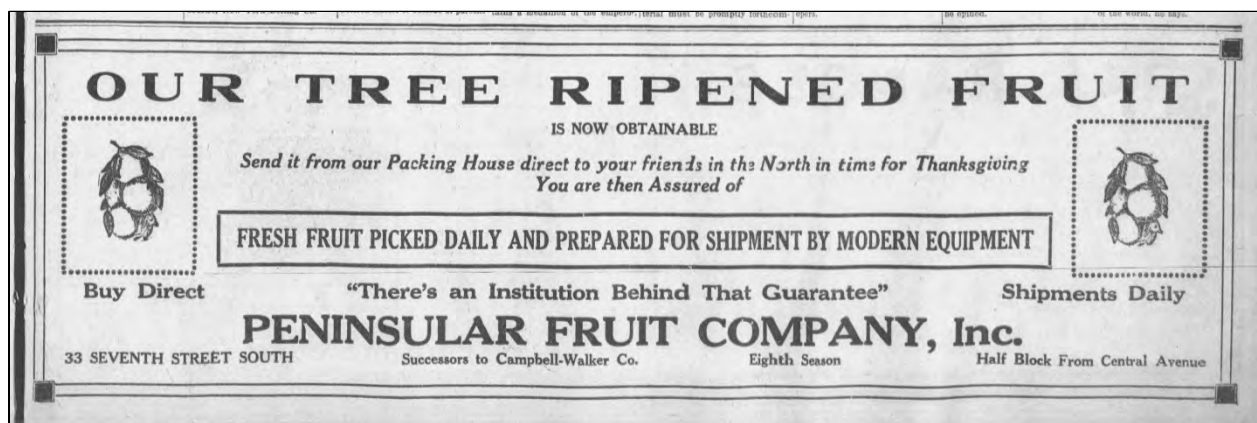


Figure 2: Advertisement from the St. Petersburg Times for Peninsular Fruit Company, November 18, 1923.

Peninsular Fruit Company had been operating since at least 1922 from a shop in downtown St. Petersburg on 7th St S, and perhaps earlier under the name Campbell-Walker Company. The company continued to operate downtown as well as its new location in the subject building; in

⁷ Stronge, 115-116.

⁸ Arsenault, 136.

1927 it advertised stores at 33 7th St S and 26 Beach Dr N as well as its packinghouse on 4th St and Gandy Blvd.⁹

The Gandy Bridge and Development of St. Petersburg

The subject property was constructed near the height of the 1920s Land Boom, when the experience of visitors – increasingly, visitors arriving by car in particular – was paramount. The City’s administration itself began to formally encourage tourism with promotional campaigns following the election of Al Lang as mayor in 1916. Lang had been elected after he arranged to bring the Philadelphia Phillies baseball team to the city for spring training. Under his leadership, the City publicly encouraged tourism and made efforts to improve the physical appearance of the city. With approximately 83 real estate companies operating in the city in 1914, the focus turned increasingly to attracting winter residents. The local population soon doubled during “the season.” Winter residents even formed tourist societies organized by their state or region of origin which acted as booster clubs in their native states. Although the real estate market collapsed during World War I, the boom of development had created a pattern for the future growth of the city. During the 1910s, the city’s population grew from 4,127 to 14,237.¹⁰

Among the developers who saw potential in a young St. Petersburg was George Gandy, who began the initial plans for a bridge that would span Tampa Bay in 1910. His initial work, in partnership with H. Walter Fuller, was put on hold due to a permit denial in 1918 when civilian construction permits required special approval by the War Emergency Board.¹¹ Creating a bridge connecting St. Petersburg and Tampa remained a goal, however, as evidenced by the 1921 Map of St. Petersburg issued by the St. Petersburg Investment Company, a development company with interests throughout the city, shown in Figure 3. The dual red lines indicate roads that were planned for construction but not yet built; the dual black lines indicate existing paved routes. The overland route to Tampa would involve a trip northwest through Pinellas Park, via today's Haines Rd, then north and around Tampa Bay.

⁹ St. Petersburg Times, January 10, 1927.

¹⁰ Arsenault, 121-125, 143-146, 190; Grismer, 189.

¹¹ Arsenault, 196.

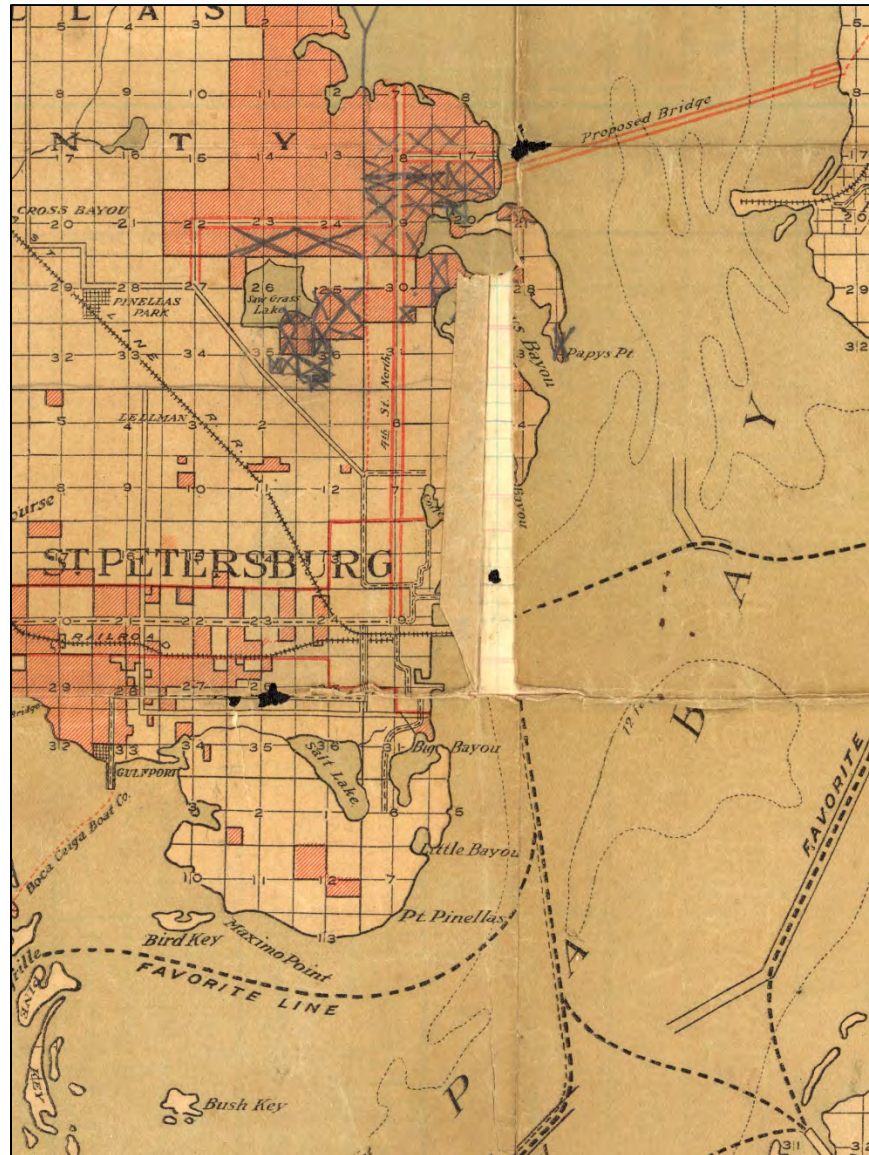


Figure 3: Section of a 1921 Map of St. Petersburg issued by St. Petersburg Investment Company, showing proposed Gandy Blvd (4th St N) and Gandy Bridge in red.

When the Gandy Bridge was constructed in the 1920s, it took 1,500 workers more than two years to complete and cost three million dollars. The bridge's opening ceremony on November 24, 1924 was led by Florida Governor Cary Hardee and attended by an estimated 30,000 spectators. The bridge's opening is noted to be perhaps the most significant individual development in spurring the peak of St. Petersburg's Land Boom in 1925.¹²

A large number of residential subdivisions were platted in the area of the subject property in 1924-1925, their investors hoping to cash in on the development that followed improved transportation between the communities of St. Petersburg and Tampa. The Peninsular Fruit

¹² Arsenault, 196-197.

Company building was one of a small number of packinghouses that appear to have clustered around the area of 4th St N and the Gandy Bridge. It is likely that many, like the Robbin's Fruit Company building shown in Figure 4, were utilitarian in design.

ROBBIN'S FRUIT COMPANY, Inc.
Wishes To Thank The Thousands

Wishes to thank the many hotels, restaurants, stores and the thousands of tourists and residents that have made possible the greatest volume of business that we have ever handled.

Plenty of Fruit for the Summer
 We have plenty of choice fruit in storage to take care of our customers throughout the summer.

Never before in the history of our business have our customers so clearly portrayed their faith in us as they have this past year, when orders were repeated many times and hundreds of new customers added to our list... an assurance that our service and quality of fruits are 100 per cent satisfactory... Such faith forces us to take pride in our accomplishments and look forward to serving these same patrons even better next year as we now have our own packing house and fruit will come direct from grove to consumer.

The largest citrus fruit dealers in St. Petersburg are ever anxious to prove the superiority of complete equipment, proper management and access to the finest quality fruits obtainable... These features mean COMPLETE SATISFACTION to you.

Let Us Take Care of Your Fruit Juice Needs
 We wholesale and retail fresh fruit juices throughout the entire year... prices cheerfully quoted upon request.



Packing House, Gandy Boulevard at 102nd Avenue North



Wholesale Department, 1108 Fourth Street North

ROBBIN'S FRUIT COMPANY, Inc.

Wholesale Department: 1108 Fourth Street North J. Albert Robbins, President
 J. B. Hall, Treasurer Packing House: Gandy Blvd. at 102nd Ave. North

Figure 4: Robbin's Fruit Company Advertisement showing packinghouses at intersection of 4th St N and Gandy Bridge, St. Petersburg Times, March 30, 1930.

However, the subject property, with its eye-catching Mediterranean Revival design and placement directly at the curve onto the Gandy Bridge span from 4th St N, would have been perfectly placed to catch the eyes of motorists traveling across Tampa Bay. Although its initial use as a citrus company appears to have been cut short by the collapse of the Florida Land Boom and the beginning of the Great Depression in the late 1920s, the subject property has remained a noticeable piece of the landscape along one of St. Petersburg's most influential roadways.

STAFF FINDINGS

In St. Petersburg, eligibility for designation as a local historic landmark is determined based on evaluations of age, context, and integrity as found in Section 16.30.070.2.5(D) of the City Code. Under the age test, a property must have been constructed over 50 years prior to designation. Historic documentation demonstrates that the subject property was initially constructed approximately 97 years ago, surpassing the required 50-year threshold.

Further, staff suggests that the subject property satisfies four Criteria for Significance and five Criteria of Integrity. Staff, therefore, recommends **approval** of the application to designate the subject property to the St. Petersburg Register of Historic Places.

Historic Significance and Satisfaction of Eligibility Criteria

The first portion of the evaluation to determine eligibility for the St. Petersburg Register of Historic Places examines a resource's historic significance with relation to nine criteria. One or more of these criteria must be met in order for a property to qualify for designation as an individual landmark or district to be placed in the St. Petersburg Register. The nine criteria are based on the National Park Service's criteria for listing in the National Register of Historic Places, and are designed to assess resources' importance in a given historic context with objectivity and comprehensiveness.

In the case of the subject property, the applicant proposes that the property be designated under criteria A, E, and F, and I for its significance in the areas of Architecture, Commerce, and Community Planning and Development. The application additionally suggests that the subject property be designated under criterion I, which is generally reserved for sites with archaeological significance. Staff does not recommend that this criterion be included in the designation's approved significance since there is no known archaeological site associated with the subject property.

Staff concurs with the areas of significance, but believes that the property satisfies the St. Petersburg Register criteria as follows:

<i>Is at least one of the following criteria for eligibility met?</i>		
Yes	A	Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
Yes	B	Its location is the site of a significant local, state, or national event.
No	C	It is identified with a person who significantly contributed to the development of the city, state or nation.
No	D	It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation.
Yes	E	Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
Yes	F	It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
No	G	Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
No	H	Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.

No	I	It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation.
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Architecture

As elaborated in the application, the subject property is a largely unaltered example of the Mediterranean Revival style, exhibiting such characteristics arched windows, a Spanish Baroque-influenced entry bay, and materials typical to the style such as stucco exterior treatment, a tiled roof, and casement windows. Although several fine examples of the Mediterranean Revival style remain in St. Petersburg, the subject property's relatively early construction date in the Gandy Bridge area makes it unique for the vicinity.

Commerce

The subject property appears to be the last remaining 1920s-era commercial structure in its area, as pointed out by the application. As one of the first buildings encountered by visitors departing from the Gandy Bridge, the subject property's promise of fresh fruit served in many ways as a welcome sign to St. Petersburg.

Community Planning and Development

The 1924 construction of the Gandy Bridge promised an opportunity for enormous expansion of St. Petersburg's residential and commercial development. The subject property's location represents the high hopes that investors and business owners had for the new bridge, and also shows the expectation of a continued shift toward auto tourists from the city's first generation of visitors, who had arrived downtown by train.

Historic Integrity

Under the second part of the two-part assessment of eligibility for designation as a historic landmark, staff finds that the subject property retains integrity in seven of seven given criteria, surpassing the requirement of one or more.

<i>Is at least one of the following factors of integrity met?</i>						
Location	Design	Setting	Materials	Workmanship	Feeling*	Association*
Yes	Yes	No	Yes	Yes	Yes	No
*Must be present in addition to at least one other factor.						

Primary Character-Defining Historic Features

Future exterior alterations to the property will be subject to Certificate of Appropriateness review. The following list does not define all significant features of the subject property but is intended to identify the most distinct elements of this designation:

- Two-story, symmetrical façade of 11 bays,
- Stucco finish
- Paired wood eight-lite casement windows with sills,
- Twisted, engaged column details at ground floor,

- Arched window openings at ground floor,
- False arch detail at alternating base at second story,
- Entrance bay surround with signboard, cartouche, and finials,
- Stepped parapet with decorative coping.

PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

The proposed local landmark designation was submitted by Thomas A. Hammer, AIA, of Rowe Architects Incorporated on behalf of the owner, Gandy 10K, LLC. The designation is supported by the owner.

The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, some relief from the requirements of the Florida Building Code and FEMA regulations, and tax incentives, such as the local ad valorem tax exemption and federal tax credit for qualified rehabilitation projects. The designation of historic landmarks protects and enhances the St. Petersburg's historic character, fulfills the City's goals as a Certified Local Government in Historic Preservation, and reinforces a strong sense of place.

CONSISTENCY WITH ST. PETERSBURG'S COMPREHENSIVE PLAN, EXISTING LAND USE PLAN, AND FUTURE LAND USE PLAN

The proposed local historic landmark designation is consistent with the City's Comprehensive Plan, relating to the protection, use and adaptive reuse of historic buildings. The local landmark designation will not affect the Future Land Use Map (FLUM) or zoning designations, nor will it significantly constrain any existing or future plans for the development of the City. The proposed landmark designation is consistent with the following objectives:

Objective LU10: The historic resources locally designated by the St. Petersburg City Council and Community Planning and Preservation Commission (CPPC) shall be incorporated onto the Land Use Map or map series at the time of original adoption, or through the amendment process, and protected from development and redevelopment activities consistent with the provisions of the Historic Preservation Element and the Historic Preservation Ordinance.

Policy LU10.1: Decisions regarding the designation of historic resources shall be based on the criteria and policies outlined in the Historic Preservation Ordinance and the Historic Preservation Element of the Comprehensive Plan.

Policy HP2.3: The City shall provide technical assistance to applications for designation of historic structures and districts.

Policy HP2.6: Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria and policies outlined in the Historic Preservation Ordinance and the Comprehensive Plan. The City will use the following selection criteria [for city initiated landmark designations] as a guideline for staff recommendations to the CPC and City Council:

- National Register or DOE status

- Prominence/importance related to the City
- Prominence/importance related to the neighborhood
- Degree of threat to the landmark
- Condition of the landmark
- Degree of owner support

RECOMMENDATION

Based on a determination of general consistency with Section 16.30.070.2.5(D) and the submitted designation application, staff recommends **APPROVAL** of the request to designate the Peninsular Fruit Company building, located at 10000 Gandy Blvd N, as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.

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Appendix A

Application for Local Historic Landmark Designation



Local Landmark Designation Application

Type of property nominated (for staff use only)

☐ building ☐ structure ☐ site ☐ object
☐ historic district ☐ multiple resource

1. NAME AND LOCATION OF PROPERTY

historic name Peninsular Fruit Company

other names/site number Alveo Chemicals / Yardage Unlimited / MSF # 8PI487

address 10000 Gandy Boulevard, St. Petersburg

historic address 10000 Gandy Boulevard, St. Petersburg

2. PROPERTY OWNER(S) NAME AND ADDRESS

name Gandy 10K, LLC

street and number 1230 S. Myrtle Avenue, Suite 1010

city or town Clearwater state Florida zip code 33756

phone number (h) (727) 560-5070 (w) 727-462-0123 e-mail rcdpa@rcdickinson.com

3. NOMINATION PREPARED BY

name/title Thomas A. Hammer, AIA

organization Rowe Architects Incorporated

street and number 100 E. Madison Street, Suite 200

city or town Tampa state Florida zip code 33602

phone number (h) 813-765-8608 (w) 813-221-8771 e-mail t.hammer@rowearchitects.com

date prepared 09-01-2021

signature 

4. BOUNDARY DESCRIPTION AND JUSTIFICATION

Describe boundary line encompassing all man-made and natural resources to be included in designation (general legal description or survey). Attach map delimiting proposed boundary. (Use continuation sheet if necessary)

Legal Description: That unplatted portion of Block 9, Bridgeview Subdivision, according to Plat thereof recorded in Plat Book 7, page 25, public records of Pinellas County, Florida, less that part deeded to Department of Transportation for State Road 600, Section 15240-2502 # 162.1.

5. GEOGRAPHIC DATA

acreage of property 0.26

property identification number 18-30-17-11322-009-0060

Peninsular Fruit Company

Name of Property

6. FUNCTION OR USE

Historic Functions

Commercial

Current Functions

Vacant

Proposed: Commercial

7. DESCRIPTION

Architectural Classification

(See Appendix A for list)

Mediterranean Revival

Materials

Walls: Clay Tile and Brick

Wall Finishes: Stucco Exterior, Plaster Interior

Roof Structure: Wood deck on wood joists

Roofing: Historic, Asphalt; Current, TPO

Narrative Description

On one or more continuation sheets describe the historic and existing condition of the property use conveying the following information: original location and setting; natural features; pre-historic man-made features; subdivision design; description of surrounding buildings; major alterations and present appearance; interior appearance;

8. NUMBER OF RESOURCES WITHIN PROPERTY

<u>Contributing</u>	<u>Noncontributing</u>	<u>Resource Type</u>	Contributing resources previously listed on the National Register or Local Register
One	None	Buildings	None
		Sites	
		Structures	
		Objects	Number of multiple property listings
One	None	Total	None

Peninsular Fruit Company

Name of Property

9. STATEMENT OF SIGNIFICANCE

Criteria for Significance

(mark one or more boxes for the appropriate criteria)

- ☒ Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.
- ☐ Its location is the site of a significant local, state, or national event.
- ☐ It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.
- ☐ It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the City, state, or nation.
- ☒ Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
- ☒ It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
- ☐ Its character is a geographically definable area possessing a significant concentration, or continuity or sites, buildings, objects or structures united in past events or aesthetically by plan or physical development.
- ☐ Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
- ☒ It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

Narrative Statement of Significance

(Explain the significance of the property as it relates to the above criteria and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.)

10. MAJOR BIBLIOGRAPHICAL REFERENCES

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Areas of Significance

(see Attachment B for detailed list of categories)

Commerce

Architecture

Community Planning & Development

Period of Significance

1924

Significant Dates (date constructed & altered)

1924

Significant Person(s)

N/A

Cultural Affiliation/Historic Period

1920's Boom Time Development

Builder

Unknown

Architect

Unknown

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

Page 4

NARRATIVE STATEMENT OF SIGNIFICANCE

PHYSICAL DESCRIPTION

The Peninsular Fruit Company Building sits at the southeast corner of Gandy Boulevard and 4th Street North in St. Petersburg. This two-story building faces southeast and fronts upon the access ramp between the two previously mentioned streets. The Peninsular Fruit Company Building is an eleven-bay wide, two-part commercial building. Built about 1924, Peninsular Fruit Company is constructed in the Mediterranean Revival Style. This was one of the dominant architectural styles in Florida during the Boom Times period (1920-1929).

The Peninsular Fruit Company Building is of masonry construction, with a continuous foundation, and it has irregular exterior and interior plans. The original two story section of the building is rectangular, with an architecturally similar. One story, 1920s era addition on the northwest facade of the building. The addition possesses an irregular, trapezoidal plan. The exterior walls of the building are constructed of structural clay tile and clay brick.

The exterior of the building is finished with stucco. The first floor has paired, eight-light, wood casement windows in arched openings, with six-light, wood, fixed fan windows above them. The first floor bays of the southwest, southeast, and northeast facades are separated from each other by twisted, engaged columns that have composite order capitals. The second floor bays of these facades have paired, eight-light, wood casement windows. The second, fourth, eighth, and tenth bays of the southeast facade, as well as the center bays on the end facades, are all topped by semi-circular blind arches.

The addition on the northwest side of Peninsular Fruit Company is structurally similar to the main body of the building. There are four over four wood double-hung sash windows on this historic addition, and there is a service entrance on its northwest corner.

The entrance bay in the center of the symmetrical southeast facade of the Peninsular Fruit Company Building takes its styling cues from a mix of Classical and Spanish Baroque influences. The entrance surround is elaborately shaped and is surmounted by a dentilled cornice. Two decorative pilasters rise from this first floor cornice, through the second floor level of the facade, and are capped at the top by massive masonry finials. There is a crest-shaped cartouche and a now empty signboard in the panel formed between the two pilasters. The only notable alteration to the building is on this center bay and consists of glass blocks placed on either side of the entrance. The materials and construction techniques of this modification indicate that it dates from the 1930s or early 1940s, and it might be considered historic of its own right. This modification appears in a circa 1952 photograph of the building.

Scuppers are set into the wall above the third and ninth bays of the northeast facade. There is a stuccoed masonry chimney on the western corner of the one story addition. All facades of building are topped by a parapet which is shaped on the main block of the building. The roofing on the main building and the addition was replaced with single ply TPO roofing in 2019.

The interior of the two story section of the building has been remodeled by its various tenants. The interior of the perimeter masonry walls on the first floor were finished with a wood wainscot and gypsum plaster and with gypsum plaster on the second floor. Most of the wainscot has been removed. The ceilings were gypsum plaster with a small crown molding. The first floor ceilings and crown molding remain however they were removed from the second floor. The original stairs were partially removed when the addition was constructed. The interior of the addition remains as a single open space except for a small masonry room capped with a concrete ceiling under the exposed wood roof rafters.

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

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COMMERCIAL SIGNIFICANCE

This building could be considered significant in the area of commerce, as it is believed to be the last remaining Boom Times commercial structure on the Pinellas County end of Gandy Boulevard. City directories indicate that during the 1920s, this building was the first non-automotive commercial structure travelers encountered on their way from Tampa to St. Petersburg (R. L. Polk 1925-1945). For the first few years of its occupation, this building was owned by W. C. Gregory (St. Petersburg Construction Services and Permitting 1984). Gregory ran an upscale fruit store in the building (Howard Hansen, personal communication 1994). He also built a 1926 wood frame and iron fruit packing plant on the site (St. Petersburg Construction Services and Permitting). R. L. Polk's 1927 St. Petersburg City Directory indicates that an H. D. Walker ran the Peninsular Fruit Company at this site. Between 1927 and 1945, the property card for this building, on file at the City of St. Petersburg Construction Services and Permitting Department, shows no new permits issued for any work. Additionally, the building is not listed again in R. L. Polk's directory until 1947. Many Boom Times commercial buildings were abandoned after the real estate failure in the late 1920s, which might account for the complete lack of available commercial information on this building during those years. This building was purchased by Al Werly in about 1945. At this time, the 1926 packing plant was demolished (St. Petersburg Construction Services and Permitting 1984). Mr. Werly used the building as a real estate office until he leased it in about 1947 to the Alveo Chemical Company, a cosmetics manufacturing company. In 1952, Mr. Werly leased the building to Yardage Unlimited, a fabric outlet store, which occupied the building for 43 years until 1995. From 1995 until 2002 antique dealer Ebony & Ivory occupied the building. In 2002 Sweetwater Kayaks, a retail and rental store leased the building until 2018. The building has been vacant since then. The building has been owned by various Werly family members since 1945 and is currently owned by five of Mr. Werly's grandchildren.

COMMUNITY PLANNING AND DEVELOPMENT SIGNIFICANCE

The Johnson Fruit Company Building could be considered significant as an example of community planning and development in the Gandy Boulevard area during the Boom Times (1920-1929). The completion of the Gandy Bridge in 1925 caused real estate speculation in Pinellas County to escalate. The vacant pine and palmetto scrub located between the bridge and St Petersburg sprouted with a bumper crop of survey stakes marking proposed residential subdivisions. The most ambitious subdivision project was Eugene Elliott's Florida Riviera, located immediately south of the Gandy Bridge on Weedon Island. The majority of the lots for sale were underwater (and still are), but this was considered a minor issue by the investors who snapped them up. The collapse of the Florida Land Boom in 1926, however, meant that the paper plans for subdivisions produced only a handful of structures (Arsenault 1988: 198). Along Gandy Boulevard, a few new commercial buildings were erected during the last two years of the boom period. The largest building project on Gandy Boulevard during the 1920s was a greyhound racing track, Derby Lane. R. L. Polk's St. Petersburg City Directories from 1925 to 1945 list two gasoline filling stations, the Peninsular Fruit Company, the Derby Lane dog track, and one house as the only structures along the Pinellas end of Gandy Boulevard. Winter tourism continued even during the worst years of the Depression, and by the late 1930s "the season" was almost back to its 1925 level of visitors. The Johnson Fruit Company Building is significant as the sole intact example of the Boom Times development of the Pinellas County end of Gandy Boulevard.

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

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ARCHITECTURAL SIGNIFICANCE

The Johnson Fruit Company Building could be considered significant for its architectural design, as it is an essentially unaltered example of the Mediterranean Revival Style used extensively in Florida during the 1920s. The Mediterranean Revival style is the architectural style most intimately linked with the 1920s Florida land boom. The style, however, did not originate in Florida and was not popularized in the State until just prior to World War I. The style has its origins in Beaux Arts trained architects' love of historicism and their desire to create a building style appropriate to the history of Sun Belt areas of the United States. This style was part of the Eclectic Movement, beginning in the 1880s and continuing through the 1940s, which found its inspiration from architectural traditions spanning from ancient times to modern. Sometimes referred to as Spanish Colonial Revival, the Mediterranean Revival style was most popular during 1915-1945 (Whitten 1992:225). Although closely associated with Spain, the style was influenced by the traditions established among other European countries lying along the Mediterranean Sea, including Italy, North Africa, and France (McAlester 1990:417-418; Spain 1987:42).

The Mediterranean Revival style flourished in Florida during the 1920s and 1930s. Its domestic buildings were associated chiefly with middle and elite class suburban housing developments. The style was also used for commercial, hotel, club, and school buildings. The style referenced the history and romance of the state's Spanish heritage and at the same time could be modified to suit Florida's hot and humid climate. Another reason for its popularity lay in that it could be stylized to suit the picturesque resort image the state was promoting to its winter visitors (Spain 1987:1).

Features of the Mediterranean Revival style include stuccoed wall surfaces and low-pitched, red tile roofs. Roof tiles are commonly half-round barrel tiles or interlocking pantiles. Typically the buildings are not more than two stories high, although square towers are not uncommon. Arches are used to mark doors and major windows; usually the arches are semicircular. Doors are typically wood and may be ornamented further by inset tiles, carved stone, columns or pilasters on their surrounds. Often the building will have a focal window, sometimes tripartite in arrangement and occasionally with stained glass. Balconies and window grilles are common and are typically made from wrought iron or wood. Ornamentation can range from simple to dramatic and may draw from several Mediterranean references (Whitten 1992:225; McAlester:417).

The Johnson Fruit Company Building exhibits many of the characteristics of the Mediterranean Revival Style including arched windows, stuccoed wall surfaces, and a Spanish Baroque-influenced entrance bay. The only alterations to the building include the rear 1920s-era addition, and the glass block added to the entrance. The rear addition to the building is vernacular in nature but is architecturally similar to the original block of the building. The glass block modification to the entrance exhibits materials and construction methods consistent with 1930s or early 1940s. This building would be considered significant because its original historic fabric has not been significantly modified. As an example of its type, this building is unique in the general vicinity of the Pinellas County end of Gandy Boulevard.

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

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1987 The Development of the Mediterranean Revival Style in Florida. Masters thesis, University of Florida, Gainesville.

Tebeau, Charlton W.

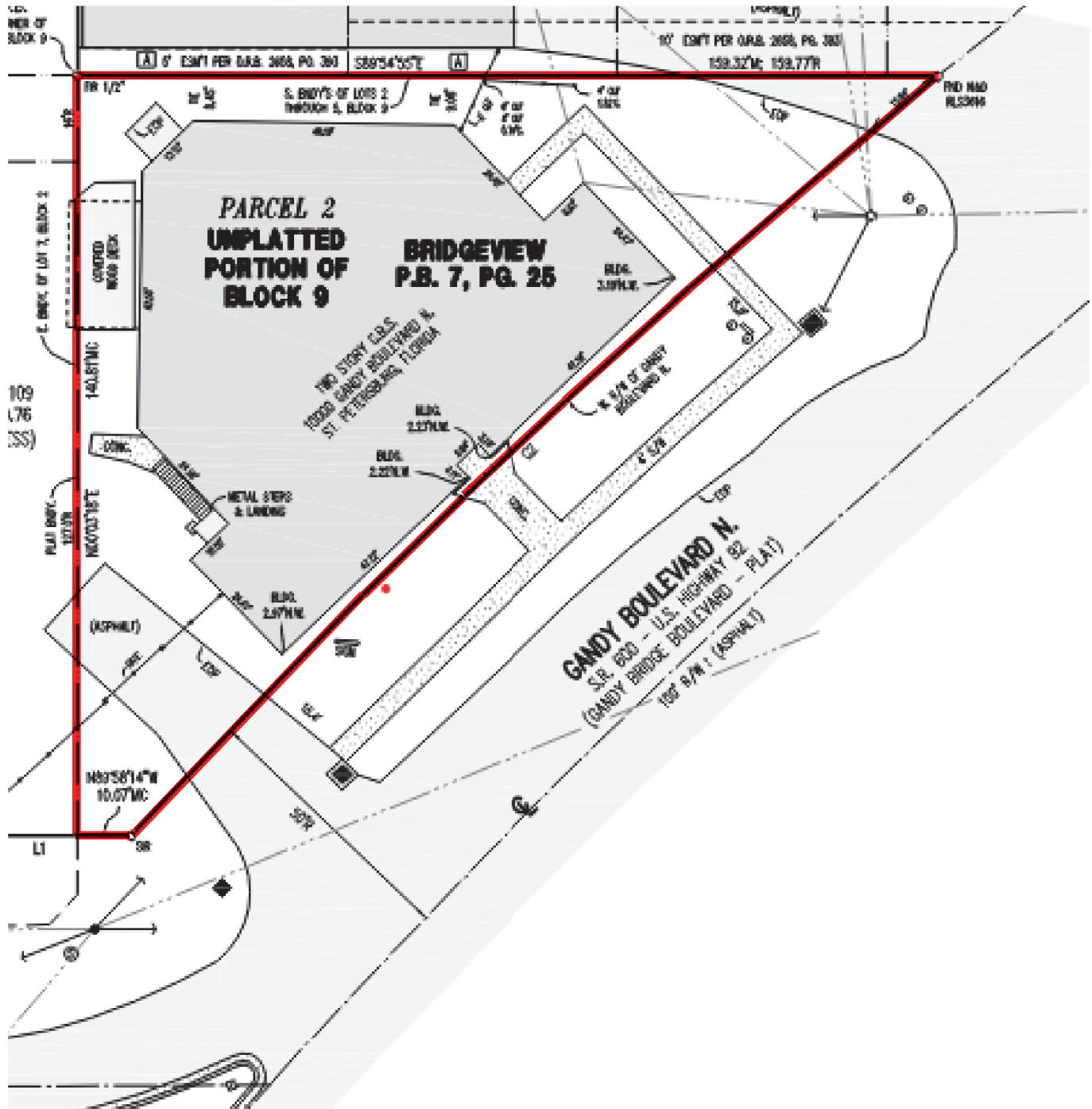
1971 A History of Florida. University of Miami Press, Coral Gables.

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

Page 8



Legal Description

That unplatted portion of Block 9, Bridgeview Subdivision, according to Plat thereof recorded in Plat Book 7, page 25, public records of Pinellas County, Florida, less that part deeded to Department of Transportation for State Road 600, Section 15240-2502 # 162.1.

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

Page 9



Historic Photograph - Yardage Unlimited, circa 1952 postcard



Southeast Facade - October 2021

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

Page 10



Northeast Facade - October 2021



Southwest Facade - October 2021

St. Petersburg Local Landmark Designation Application

Name of property Peninsular Fruit Company

Continuation Section

Page 11



North, Northwest and West Facade - October 2021



West Facade - October 2021

St. Petersburg Local Landmark Designation Application

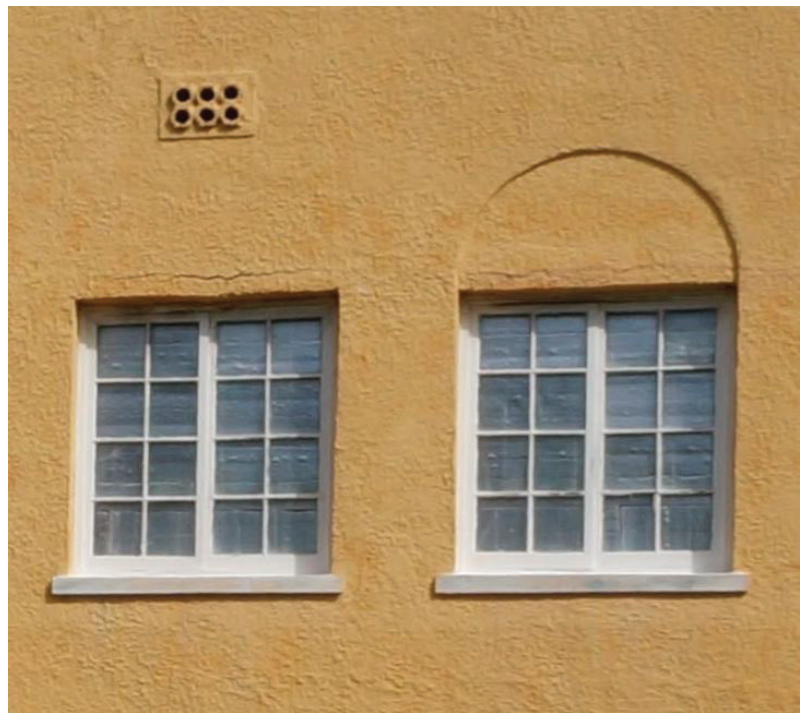
Name of property Peninsular Fruit Company

Continuation Section

Page 12



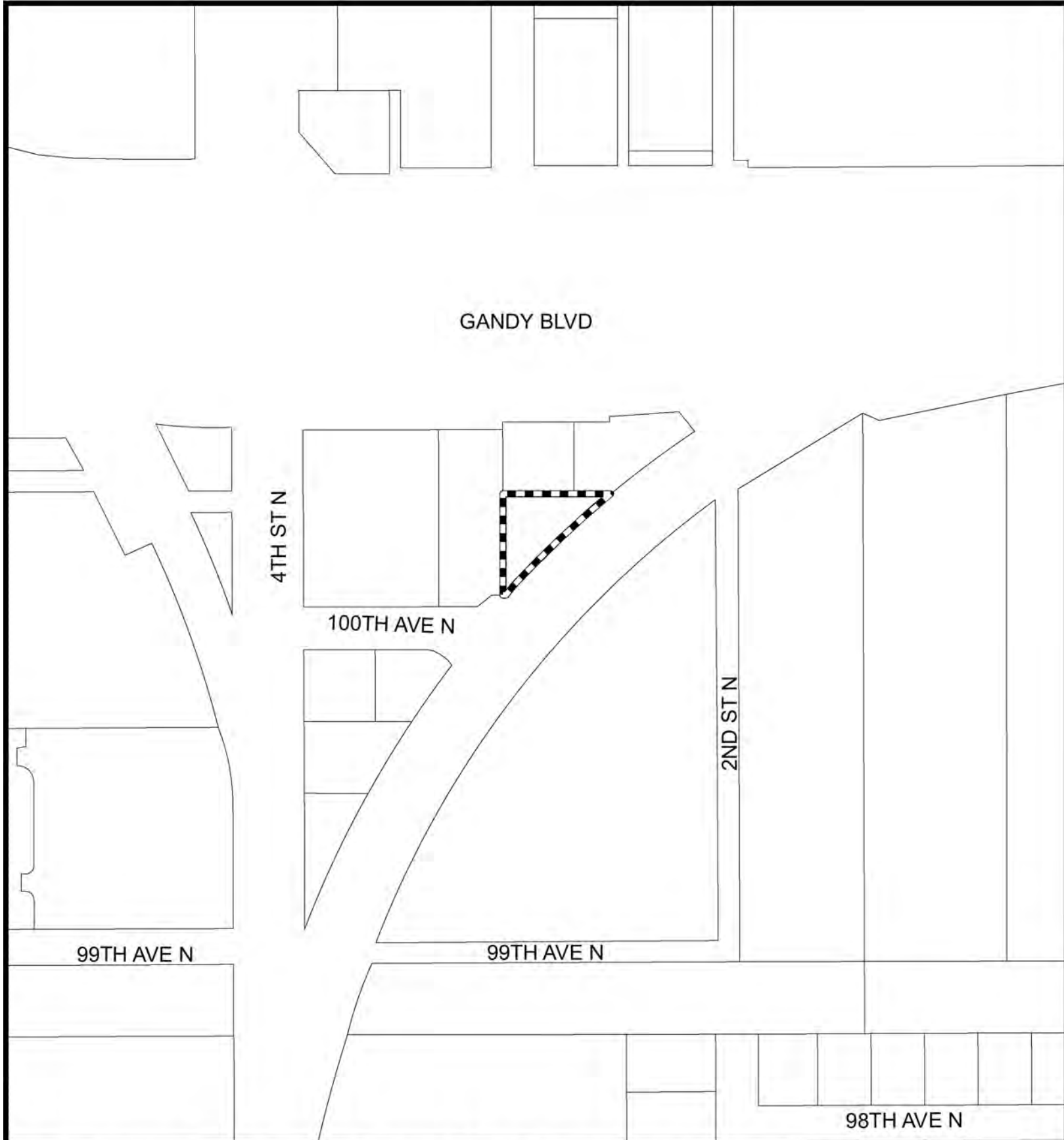
Detail over Main Entry - October 2021



Typical First and Second Floor Windows - October 2021

Appendix B

Maps of Subject Property



Community Planning and Preservation Commission

10000 Gandy Blvd N

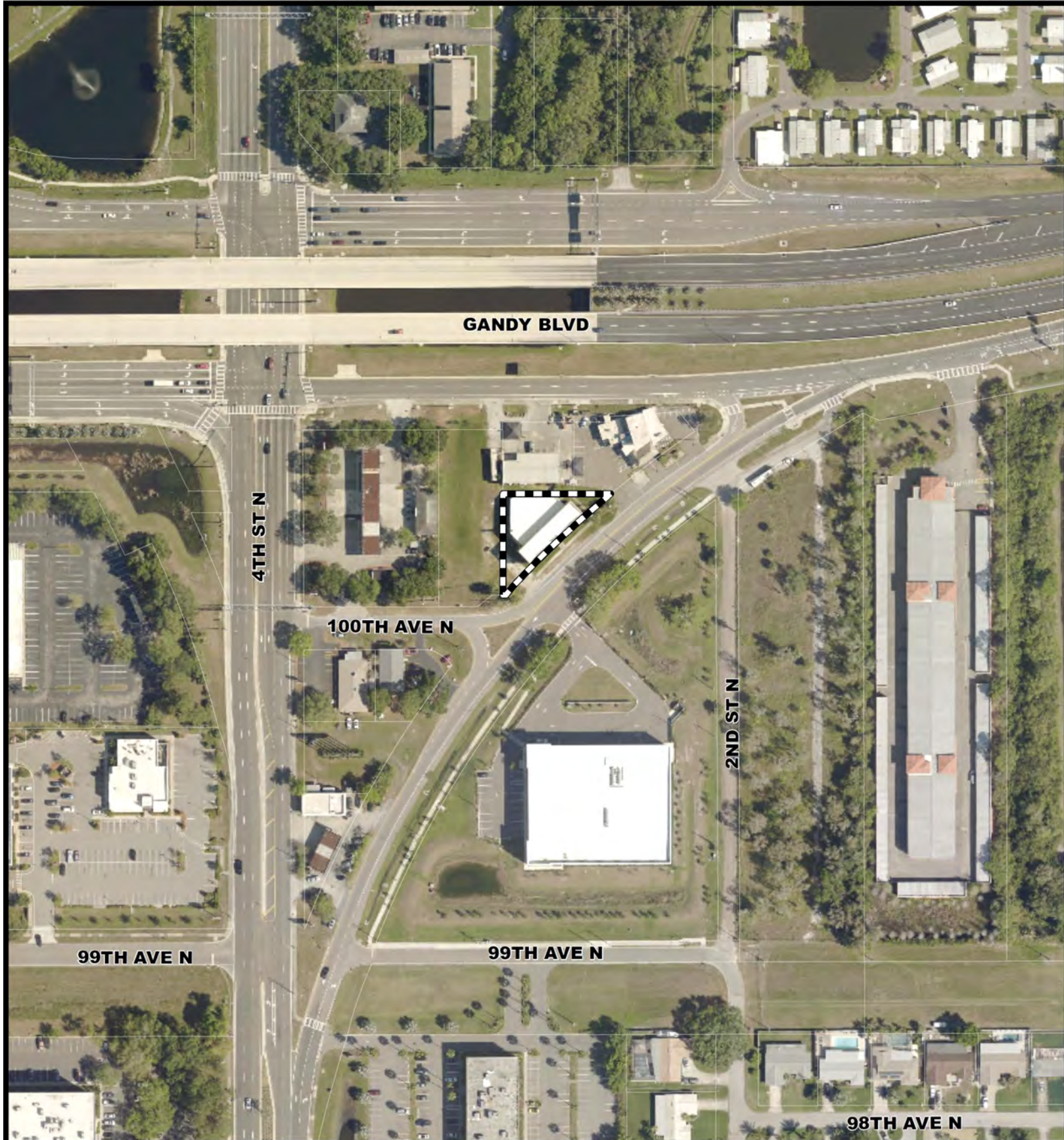
**AREA TO BE APPROVED,
SHOWN IN**



**CASE NUMBER
21-90300006**



SCALE:
1" = 200'



Community Planning and Preservation Commission

10000 Gandy Blvd N

AREA TO BE APPROVED,

SHOWN IN



CASE NUMBER

21-90300006



SCALE:
1" = 200'



**CITY OF ST. PETERSBURG
COMMUNITY PLANNING & PRESERVATION COMMISSION
PUBLIC HEARING**

**Council Chambers, City Hall
175 – 5th Street North
St. Petersburg, Florida 33701**

**December 14, 2021
Tuesday
2:00 P.M.**

MINUTES

Present: C. Copley Gerdes, Chair
Sharon Winters, Vice Chair
Christopher “Chris” A. Burke
Jeff Rogo
Thomas “Tom” Whiteman
Jeffery “Jeff” M. Wolf
E. Alan Brock, Alternate
Will Michaels, Alternate
Lisa Wannemacher, Alternate

Commissioners Absent: None

Staff Present: Derek Kilborn, Manager, Urban Planning & Historic Preservation
Laura Duvekot, Historic Preservationist II
Kelly Perkins, Historic Preservationist II
Ann Vickstrom, Planner II
Heather Judd, Assistant City Attorney
Michael Dema, Assistant City Attorney
Elizabeth Abernethy, Director, Planning & Development Services
Katherine Connell, Admin. Asst., Planning & Development Svcs.

The public hearing was called to order at 2:00 p.m., a quorum was present.

I. OPENING REMARKS OF CHAIR

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES

IV. MINUTES (Approval of 10/12 Minutes)

The minutes from the October 12, 2021, meeting was approved unanimously

V. PUBLIC COMMENTS

Manny Leto, Executive Director of Preserve the 'Burg, spoke to the Tomlinson Bldg. closing and possible designation of the property. The building is currently on the PEL list as a local landmark. Preserve the 'Burgs' involvement in the Comprehensive Plan, they want to continue to encourage the commission to review the updates specifically to preservation. He mentioned a letter written to City Council re. streamline procedures, extending public notification and review periods for buildings of a certain age, and clarifying the definitions of historic resource and neighborhood character.

VII. QUASI-JUDICIAL HEARING

D. City File 21-90300006

Contact Person: Laura Duvekot, 892-5451

Commissioner Gerdes recused himself.

Request: Owner-initiated designation of the Peninsular Fruit Company Building as a Local Historic Landmark of the St. Petersburg Register of Historic Places [Quasi-Judicial].

Staff Presentation

Laura Duvekot gave a PowerPoint presentation based on the Staff Report.

Applicant Presentation

The owners and agent were available for questions.

Registered Opponent

None.

Public Hearing

None.

Cross Examination:

City Staff and Applicant: Waived

Rebuttal/Closing Remarks

City Staff and Applicant: Waived

Executive Session

Commissioner Winters: We will move into executive session, since there are no public comments, commissioners?

Commissioner Wannemacher: Since I have been complimenting the architects each time, typically, I would point out that Thomas Hammer and Rowe Architects, I think will do a wonderful job on any renovation or rehabilitation of this structure. It is great that they are involved.

Commissioner Winters: It is great to see a building in this somewhat isolated location, now being invested in and worked on. I have driven by it a good bit and it is just sitting there so formal and I am excited to see what happens to it. I think it is going to be another great asset to our city. I want to walk around it next time I am up there to see the details. We have a motion on the floor, any other discussion or comment? Okay we can take a vote:

Motion: ***Commissioner Wolf moved approval of the Owner-initiated designation of the Peninsular Fruit Company Building as a Local Historic Landmark of the St. Petersburg Register of Historic Places, subject to Staff conditions.***

Commissioner Whiteman, Second.

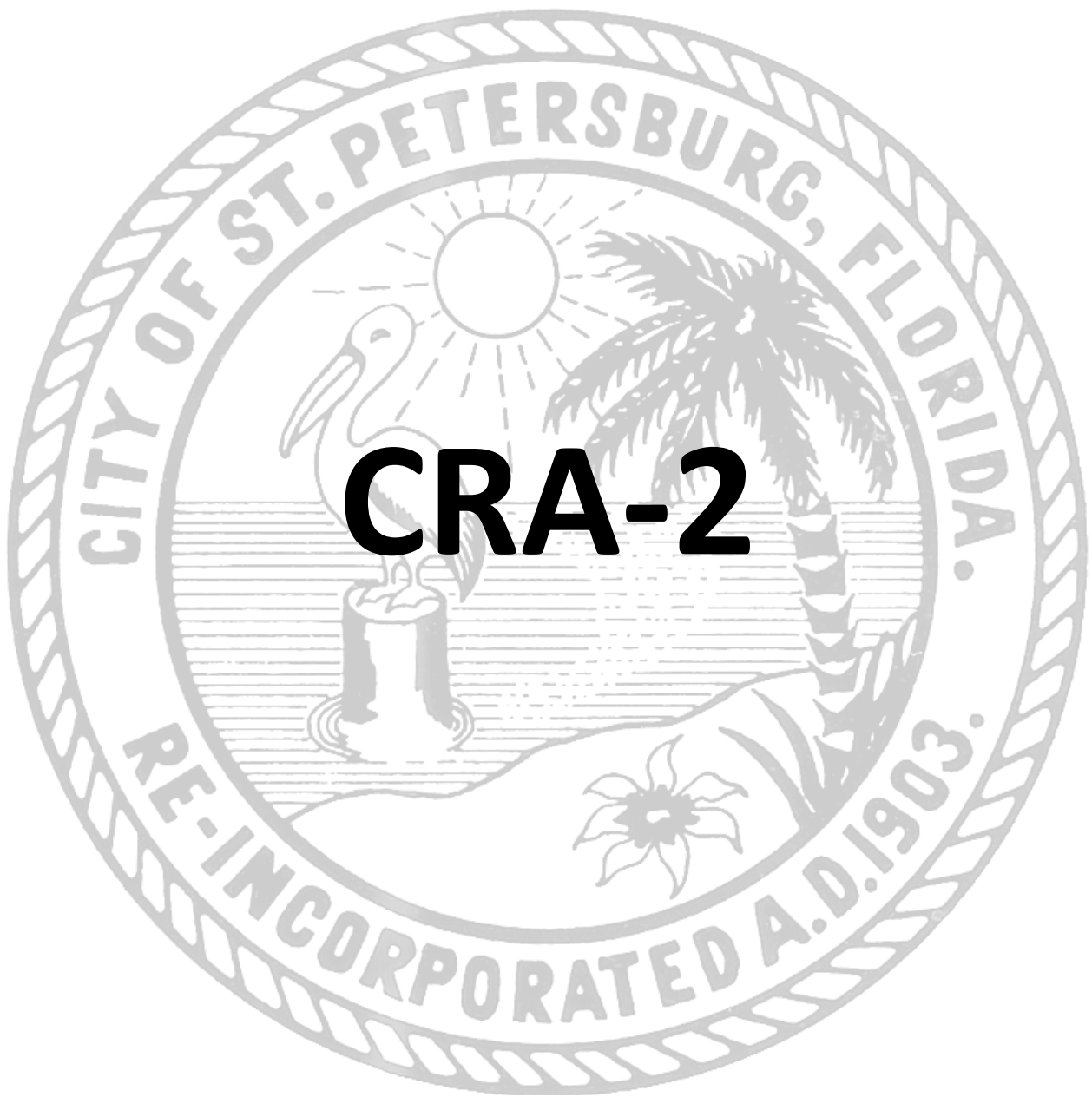
YES -7 –Winters, Burke, Rogo, Whiteman, Wolf, Brock, Michaels
NO – 0

Motion passed unanimously

VII. UPDATES AND ANNOUNCEMENTS

VIII. ADJOURN

The following page(s) contain the backup material for Agenda Item: Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed 15-Story building with 260 dwelling units and 2,700 square feet of commercial space, located at Charles Court South consistent with the Intown Redevelopment Plan; and providing an effective date. (City File IRP 21-7A)
Please scroll down to view the backup material.



CRA-2



**Community Redevelopment Agency
Meeting of January 20, 2022**

CRA Case File: IRP 21-7A

REQUEST

Review of the proposed plan to construct a 15-story building with 260-dwelling units and 2,700 square feet of commercial space located at the 720 Charles Court South for consistency with the Intown Redevelopment Plan (IRP).

APPLICANT INFORMATION

Owner Tuxedo Court, LLC
P.O. Box 1529
ST. Petersburg, FL 33731-1529

Representative Anne Pollack, Fletcher Pollack P.L.
433 Central Avenue Suite 401
ST. Petersburg, FL 33701

OVERVIEW OF PROJECT

The subject property is located at the northeast corner of 8th Street South and 4th Avenue South. The subject property is currently developed with 10 one- and two-story residential buildings. The existing buildings will be demolished to accommodate the proposed development. The project's construction cost is valued at \$65.4 million and consists of a 15-story building with 260-dwelling units and 2,700 square feet of commercial space.

Background

The subject property is located within the Intown Redevelopment Area. The Redevelopment Plan (IRP) was adopted in March of 1982 to address blight and slum conditions, consistent with Section 163.362 FS. The IRP provides a mechanisms and programs for coordinating and facilitating public and private improvements to encourage revitalization. The IRP covers over 309 acres, excluding rights-of-way.

The Community Redevelopment Agency was established to implement the Intown Redevelopment Plan (IRP). To achieve the goals of the redevelopment plan and to combat slum and blight the CRA is tasked with the following: acquisition of property, demolition, rehabilitation, relocation of effected occupants, construction of public improvements, sale of property, administration, establishing design guidelines and management of property.

The objectives of the IRP include: encouraging and reinforcing development, the development of integrated transportation systems and to ensure (re)development reinforces and maintains historic, cultural and aesthetic integrity.

Proposal

The proposed building will consist of an 11-story u-shaped tower sitting on top of a five-story base, with the first floor of the building being located below grade. Vehicular ingress/egress for the parking garage will be from Charles Court South and Grey Eagle Court South. Pedestrian access to the residential lobby will be from 8th Street South and 4th Avenue South. Pedestrian access to the commercial space will be from 8th Street South.

The base of the building will consist of four floors above grade and one floor below grade. The first floor (below grade) of the building will be devoted towards vehicular and bicycle parking. The second floor (ground level) will include the residential lobby, commercial space, five residential units, back of house facilities, loading area and ingress/egress into the parking garage. The residential units on the ground floor will have a private courtyard that will have direct access to 4th Avenue South. The third and fourth floors will include vehicular parking and eight residential units. The fifth floor will have 20 residential units, fitness and club rooms, and outdoor pool and amenity deck. The sixth level will have 20 residential units, outdoor dog walk area, and roof deck. The seventh through 14th floor of the building will have 20 residential units. The 15th floor will have 19 residential units and a club room.

As described by the project Architect, the proposed exterior of the building will feature a contemporary style. The building will be finished with stucco, and stone and masonry accents. The parking garage will be screened with perforated decorative aluminum panels. The balconies will include metal and glass railings. The roof will feature a distinctive crown element that will be up-lit.

CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN

The IRP requires the Community Redevelopment Agency (CRA) to evaluate a development proposal to ensure its proposed use and design are consistent with the Plan.

Plan Emphasis

Part of the implementation is developing an overall land use emphasis in order to achieve the concentration and form of development desired. Within the redevelopment area there are four focus areas for new development: The Core, Webb's City, the Stadium Complex and surrounding residential areas. The proposed development is located within the "Residential" area of the Intown. The residential area of the IRP is intended to help implement the 24-hour work and live environment, which is an important component of the plan. Currently, the existing lot is underutilized. The redevelopment of the lot will help in achieving the goal of the IRP.

The IRP includes design and development guidelines to ensure compatibility between the types of developments that are desired in the downtown and how such developments relate to the environment and each other. The proposed project was reviewed by staff and found to be consistent with the following:

- *Compliance with the land development code.*
- *Developers shall submit projects to the CRA for review.*
- *Parking structures should be decorative through the use of building materials or landscaping.*
- *Development should provide design elements (trees, canopies, street furniture, entryways) to building in scale with human dimensions.*

- *Development shall provide appropriate architectural variety to the area.*
- *Open space be directly linked to the pedestrian system.*
- *Infill development should create a sense of place and identify by relating to old and new architecture, by interrelated open space.*
- *All new development shall relate in building scale and mass with the surrounding areas.*
- *Development shall be consistent with the permitted uses in the downtown zoning district.*
- *Development intensity and uses shall be governed by the underlying zoning district.*

With respect to compliance with the Land Development Code, the subject property is located in the DC-2 zoning district. Multi-family uses with a floor area ratio of up to 7.0 is allowed. The proposed development has a proposed FAR of 5.8. A base FAR of 3.0 is allowed, and the first 1.0 bonus will be required to be workforce housing, with the option of payment in lieu in accordance with the recent DC code updates. Based on the \$65.4 million construction value estimate, this will equate to \$752,284.

As part of the FAR bonus application, staff determined that the proposed development is in compliance with the zoning district standards and therefore it is consistent with the IRP.

The proposed infill development will eliminate an underutilized lot and the placement of the building will help to create a sense of place by defining the street edge. The addition of ground floor terraces will also help create a connection between the public and private realm. The proposed building will fit in with both older and newer developments in the IRP. Site improvements include sidewalks, street trees and landscaping, new drainage system and adequate parking. The pedestrian improvements should create a pleasurable and safe walking experience.

The existing downtown development pattern contains a variety of building types, styles, heights, masses, setbacks and orientations. The building form and the relationship of the building are consistent with other development projects in the IRP. Other multi-story residential developments within the immediate area and the IRP include: Casablanca, a 9-story residential building and Orion, a 7-story residential building. The building design took into consideration the relationship with the adjacent buildings by creating a continuous street edge, integration of open space and landscaping and concealing the parking garage.

SUMMARY AND RECOMMENDATION

Staff recommends approval of the attached resolution finding the proposed 15-story building with 260-dwelling units and 2,700 square feet of commercial space is consistent with the Intown Redevelopment Plan as reflected in report IRP 21-7a based on preliminary plans submitted for review subject to the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant complies with any conditions of approval required by Development Review Services staff.

EXHIBIT A

Site Data

Location	720 Charles Court South 19/31/17/20889/001/0010
Redevelopment Area	Intown Redevelopment Area
Zoning District	DC-2
Existing Land Use	10 one- and two-story residential buildings
Proposed Uses	15-story building with 260-dwelling units and 2,700 square feet of commercial space
Site Area	50,000 sq. ft.
Proposed FAR	5.81 FAR
Existing FAR	0.2 FAR
Permitted FAR	7.0 FAR w/bonus
Number of Residential Units	260
Existing Parking	11
Proposed Parking	293 spaces

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE 15-STORY BUILDING WITH 260-DWELLING UNITS AND 2,700 SQUARE FEET OF COMMERCIAL SPACE, LOCATED AT 720 CHARLES COURT SOUTH CONSISTENT WITH THE INTOWN REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IRP 21-7A).

WHEREAS, the Community Redevelopment Agency of the City Council of the City of St. Petersburg has adopted the Intown Redevelopment Plan and established development review procedures for projects constructed within designated redevelopment areas;

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 15-story building with 260-dwelling units and 2,700 square feet of commercial space described and reviewed in CRA Review Report No. IRP 21-7a; and

BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds that the 15-story building with 260-dwelling units and 2,700 square feet of commercial space consistent with the Intown Redevelopment Plan, with the following conditions:

1. Final building plans must be reviewed and approved by CRA staff;
2. Applicant complies with any conditions of approval required by Development Review Services staff.

This resolution shall become effective immediately upon its adoption.

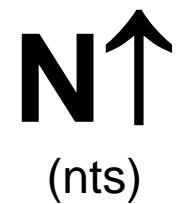
APPROVED AS TO FORM AND CONTENT

Michael J. Dema
City Attorney (designee)

/s/ Elizabeth Abernethy
Elizabeth Abernethy, Director
Planning & Development Services Department



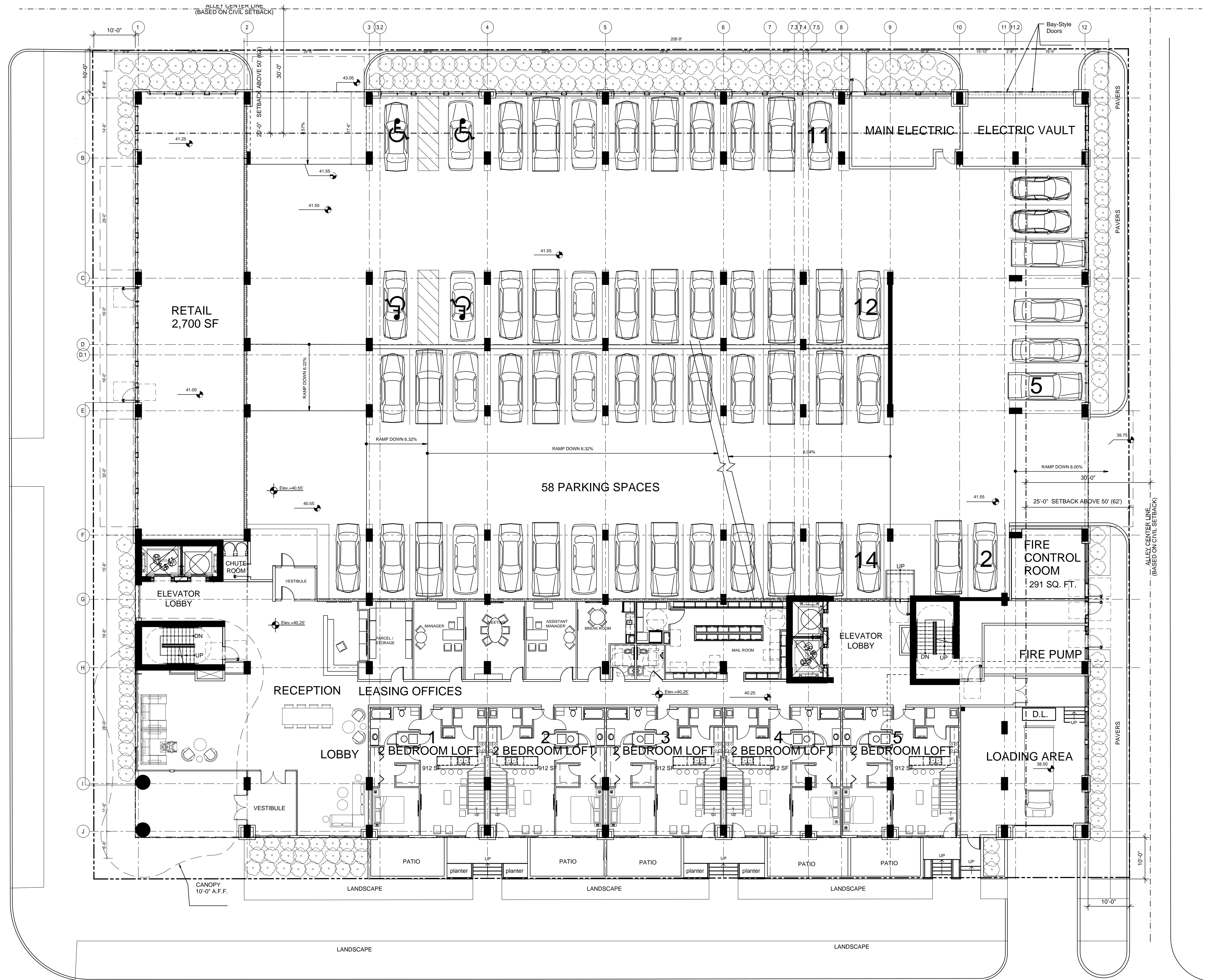
Project Location Map
 City of St. Petersburg, Florida
 Planning and Development Services
 Department
 Address: 720 Charles Ct. S.



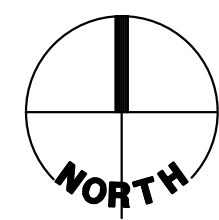
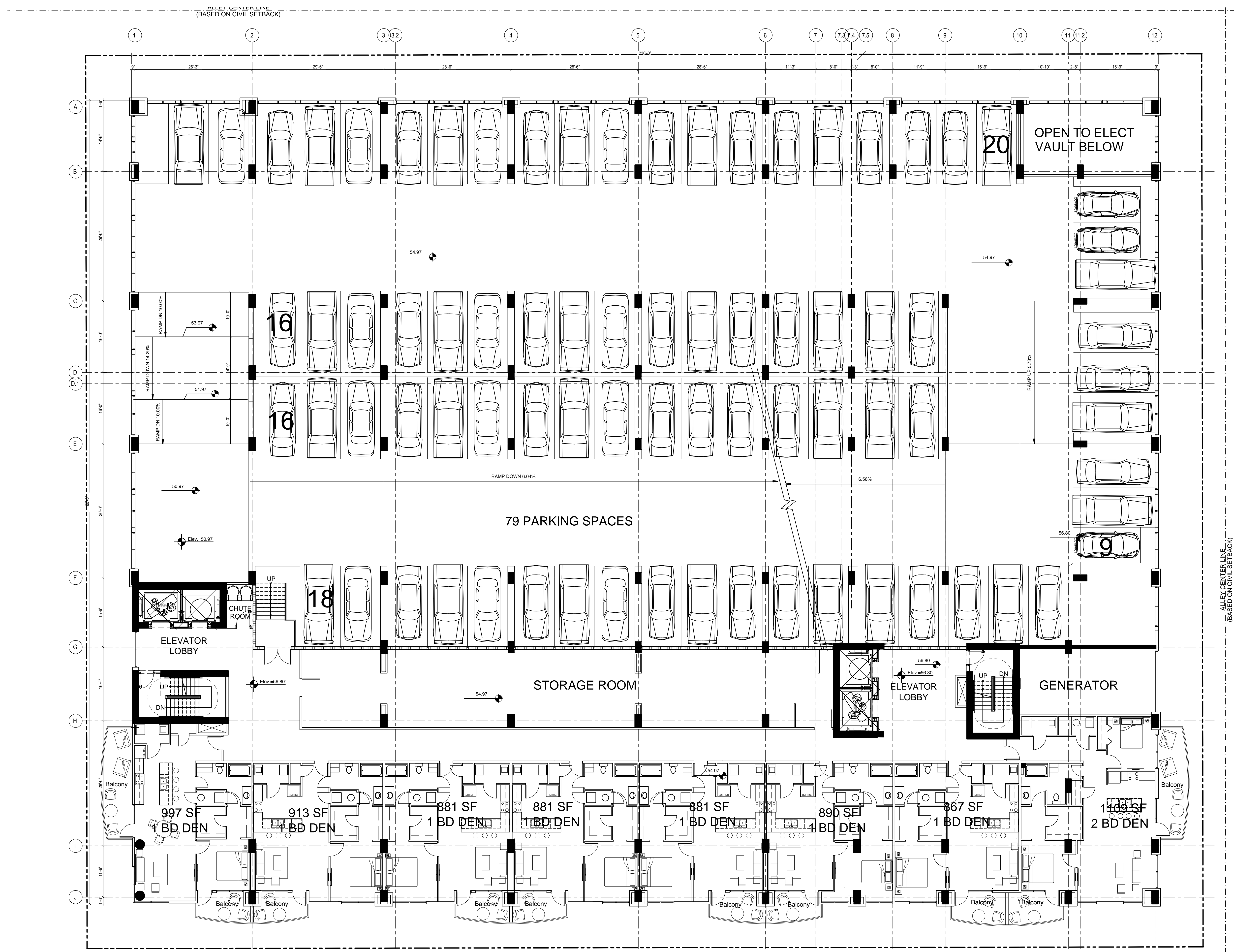


FLOOR	LONG TERM BICYCLE SPACES	PARKING SPACES	2 BEDROOM LOFT 1,472 SF	1 BR DEN 758-997 SF	2 BR DEN 1,109 SF	2 BR 885-1,154 SF	1BR SMALL 515-563 SF	1 BR STANDARD 647 SF	TOTAL UNITS PER FLOOR	GROSS FLOOR AREA(GFA) (SQ. FT.)
LL	215	81							-	3,561
1	5	58	5						5	17,605
2	8	79		7	1				8	13,454
3	8	75		7	1				8	12,969
4	20			3		9	4	4	20	23,889
5	20			3		9	4	4	20	19,898
6	20			3		9	4	4	20	19,898
7	20			3		9	4	4	20	19,898
8	20			3		9	4	4	20	19,898
9	20			3		9	4	4	20	19,898
10	20			3		9	4	4	20	19,898
11	20			3		9	4	4	20	19,898
12	20			3		9	4	4	20	19,898
13	20			3		9	4	4	20	19,898
14	20			3		9	4	4	20	19,898
15	19			3		8	4	4	19	19,973
TOTALS	475	293	5	50	2	107	48	48	260	290,431
<div>NOTE: BICYCLE PARKING ON LL ARE DEDICATED STORAGE; SPACES ON 1-15 ARE IN-UNIT HOOKS</div> <div>GFA IS CALCULATED USING ST. PETERSBURG MUNICODE DEFINITION. MEASURED TO EXTERIOR FACE OF EXTERIOR WALLS. EXCLUDES BALCONIES, PATIOS, PARKING & AREAS FOR VEHICULAR MOVEMENT.</div>										

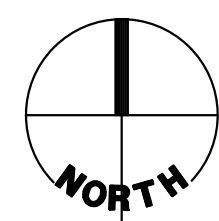
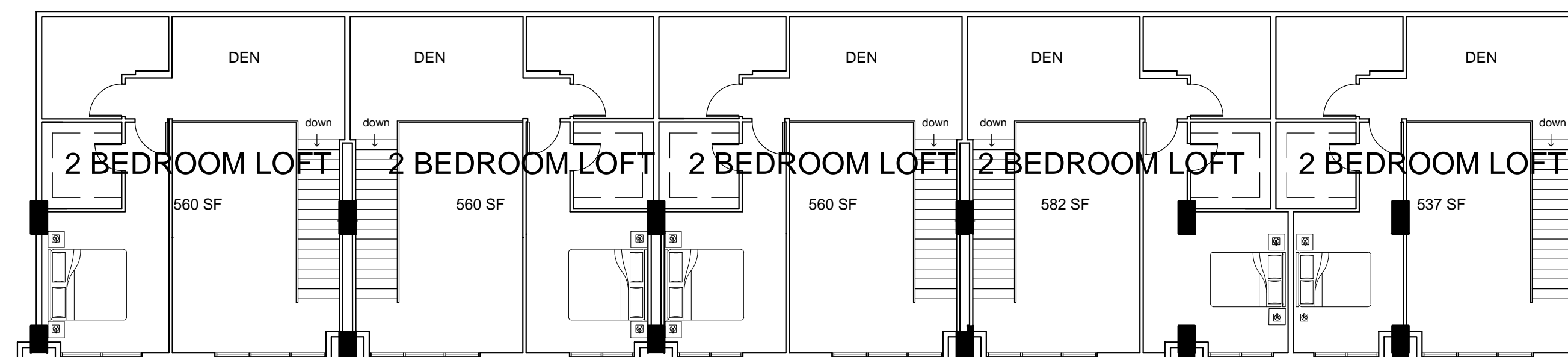
EIGHTH STREET SOUTH



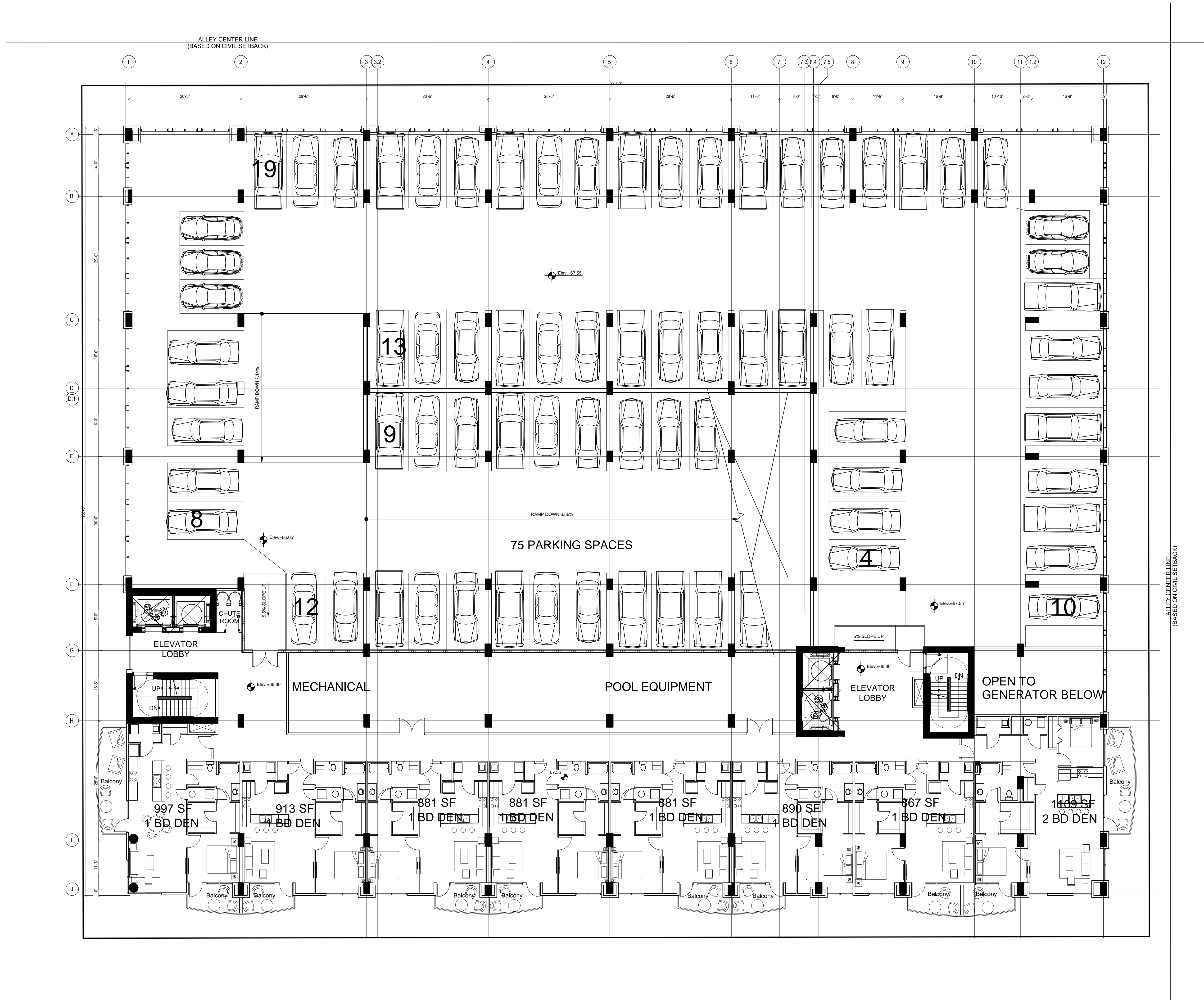
FOURTH AVENUE SOUTH

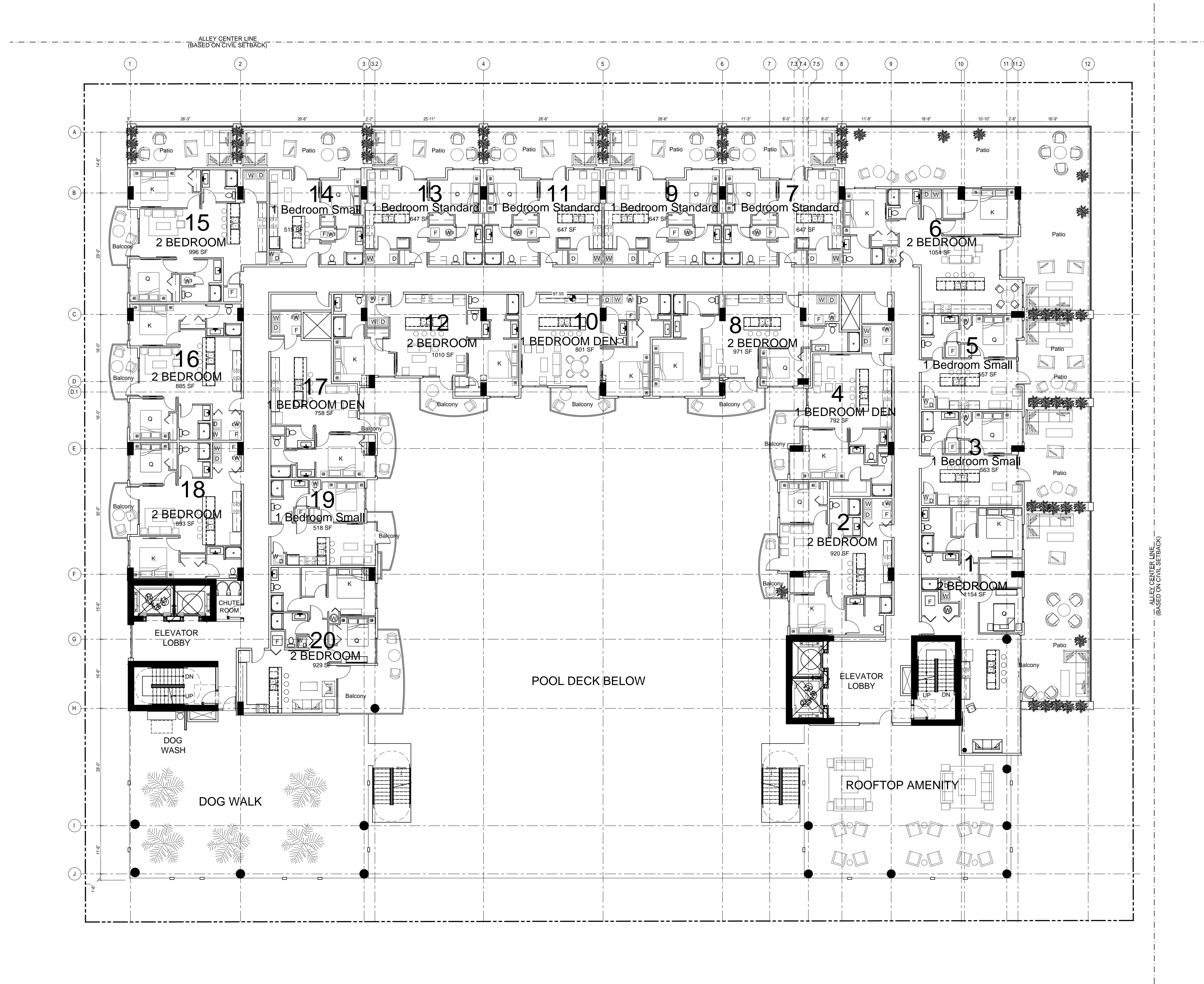


A SECOND LEVEL FLOOR PLAN
3/32" = 1'-0" (30X42)

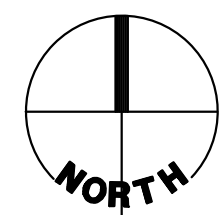
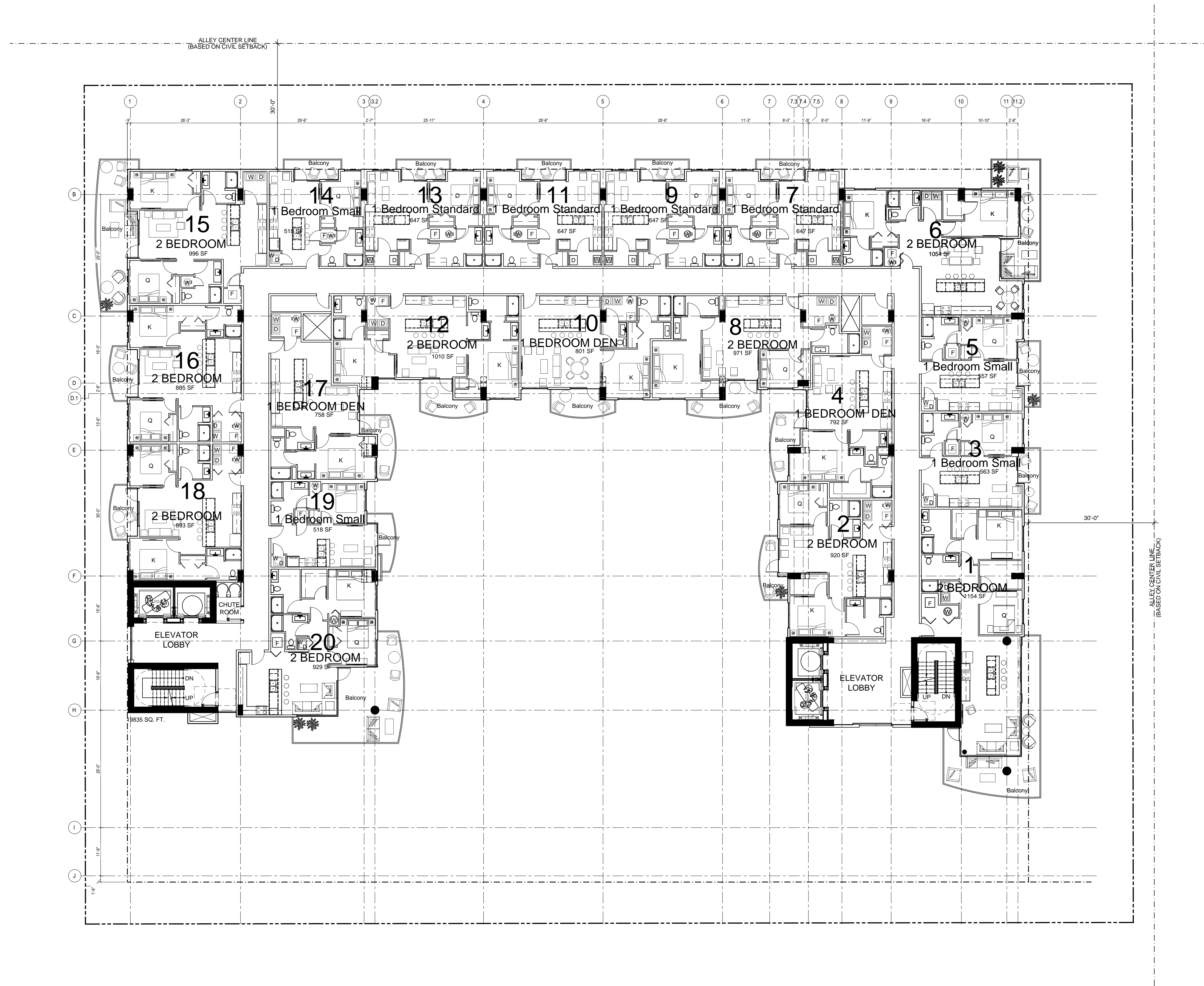


A MEZZANINE LEVEL FLOOR PLAN
3/32" = 1'-0" (30X42)





FIFTH LEVEL FLOOR PLAN
3/32" = 1'-0" (30X42)



A 6TH THRU 14TH LEVEL FLOOR PLAN

3/32" = 1'-0" (30X42)



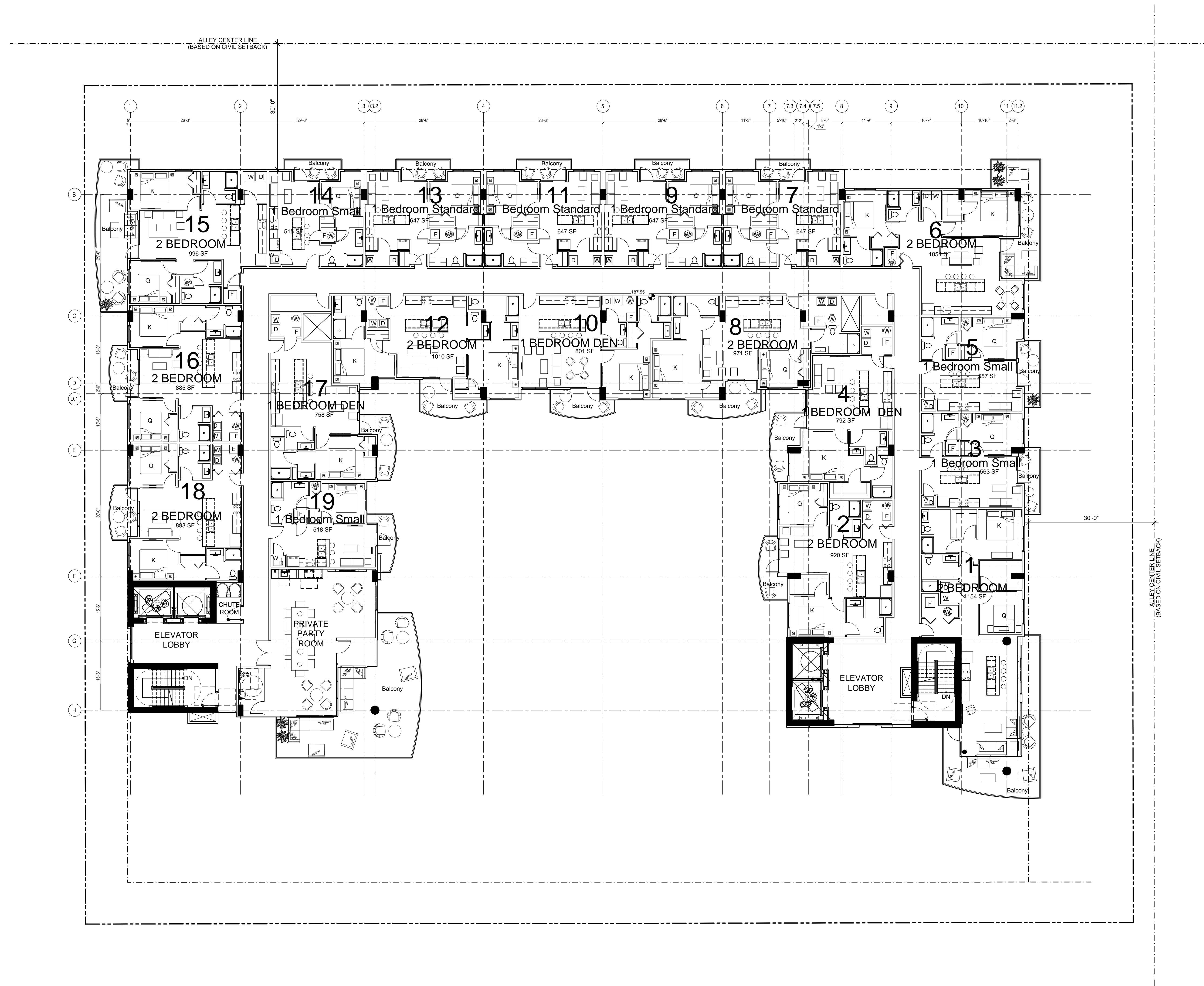
LK Architecture

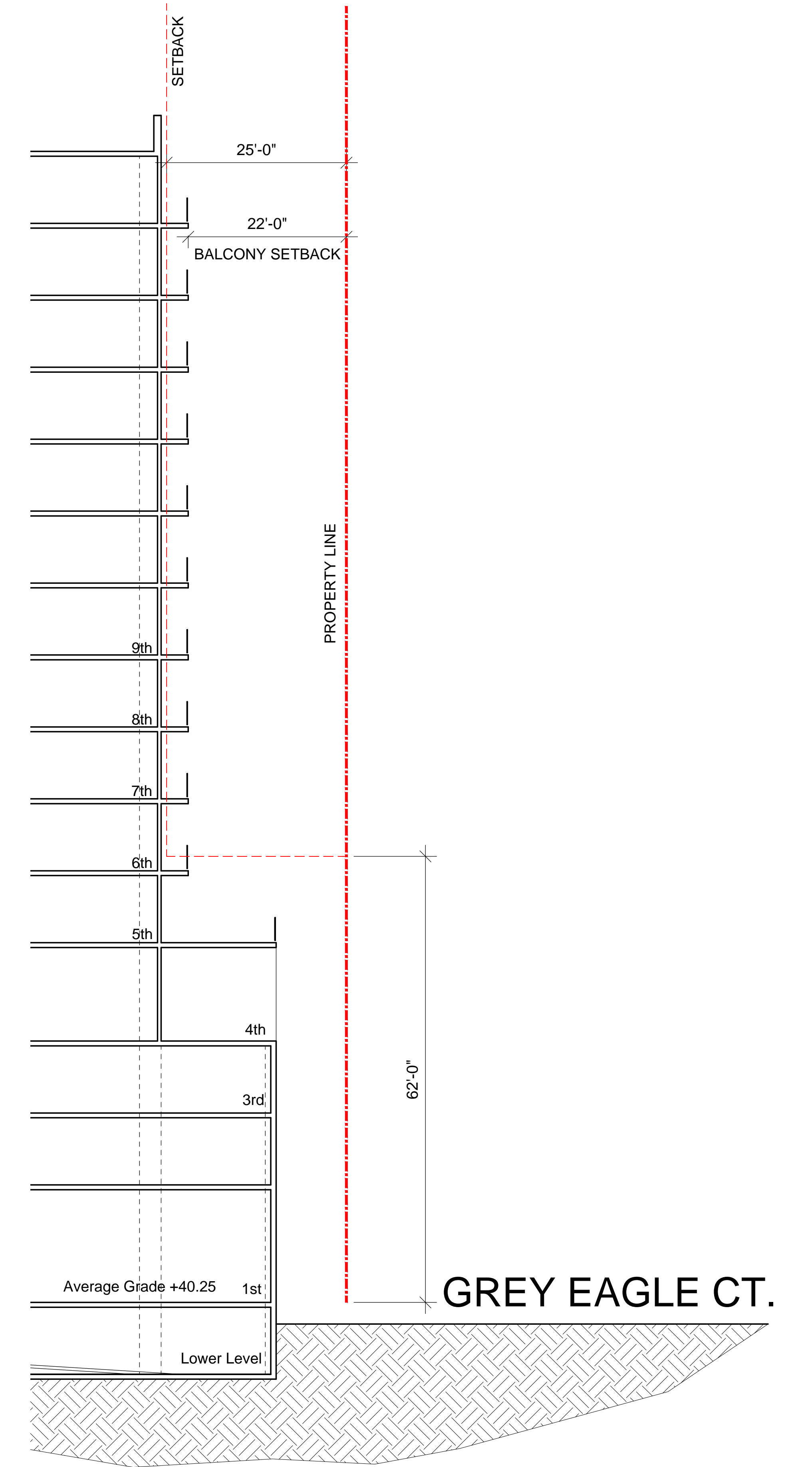
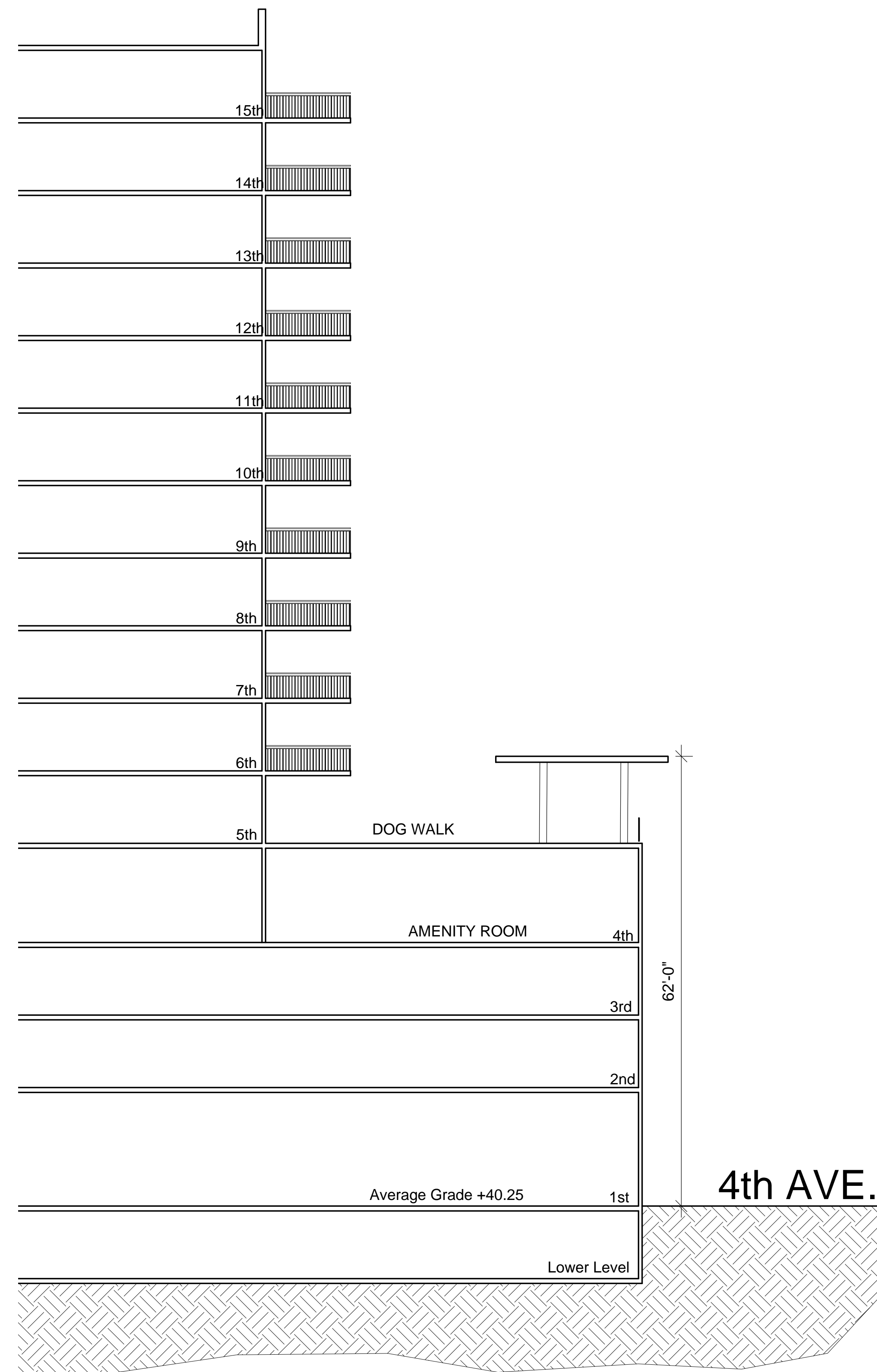
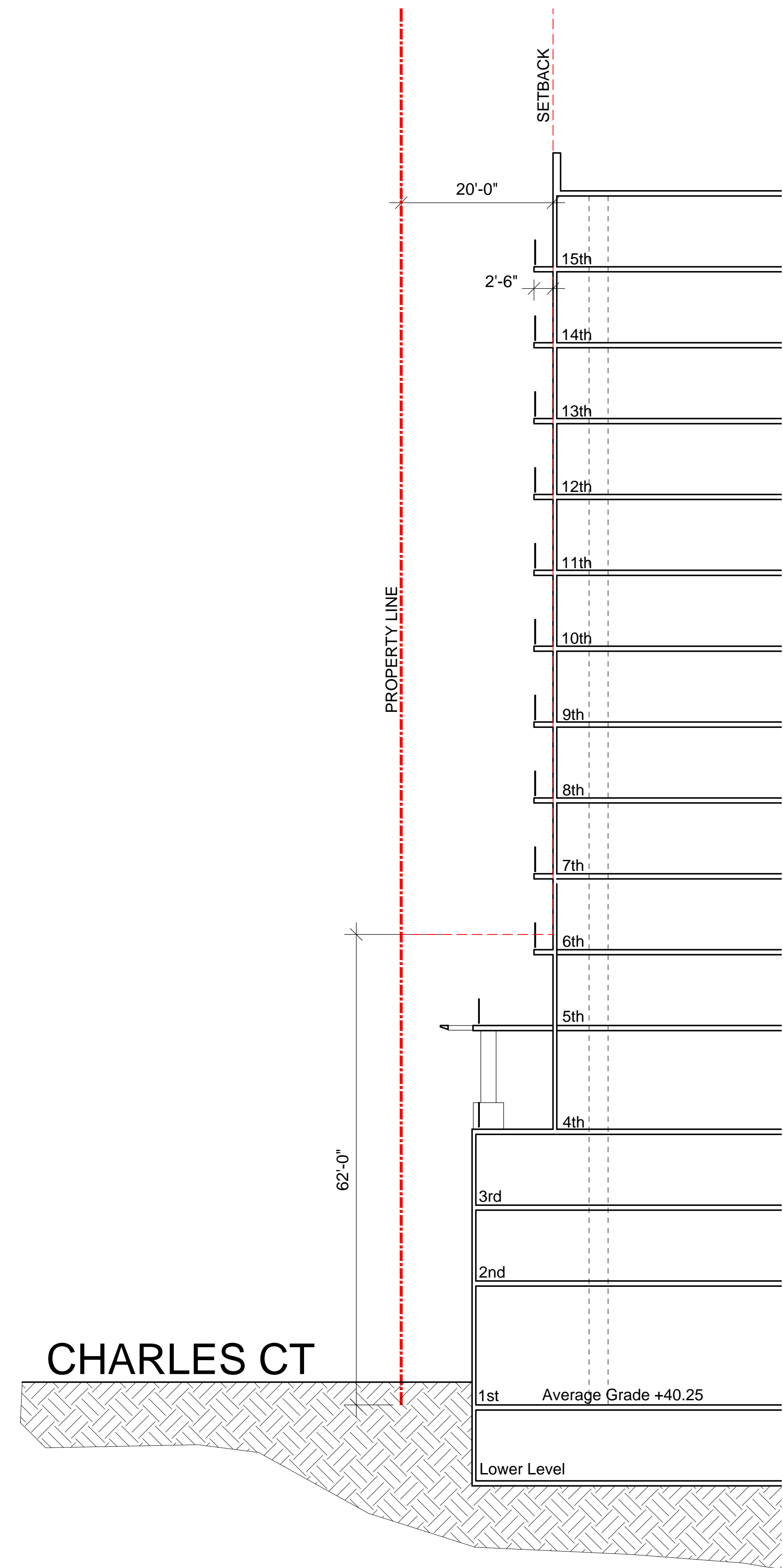
August 26, 2021

Tuxedo Court

St. Petersburg, FL

A7





A PARTIAL BUILDING SECTION
3/32" = 1'-0" (30X42)



- (A) STUCCO (LIGHT GRAY)
- (B) SCORED STUCCO (DARK GRAY)
- (C) STUCCO (LIGHT GRAY)
- (D) STONE OR MASONRY (PLAZA GRAY)
- (E) GLASS GUARDRAIL (FLAT / SEGMENTED)
- (F) METAL GUARDRAIL
- (G) PERFORATED ALUMINUM PANELS
- (H) GLAZING TYPICAL

A **SOUTH ELEVATION**
3/32" = 1'-0" (30X42)



- (A) STUCCO (LIGHT GRAY)
- (B) SCORED STUCCO (DARK GRAY)
- (C) STUCCO (LIGHT GRAY)
- (D) STONE OR MASONRY (PLAZA GRAY)
- (E) GLASS GUARDRAIL (FLAT / SEGMENTED)
- (F) METAL GUARDRAIL
- (G) PERFORATED ALUMINUM PANELS
- (H) GLAZING TYPICAL

A **EAST ELEVATION**
3/32" = 1'-0" (30X42)



- (A) STUCCO (LIGHT GRAY)
- (B) SCORED STUCCO (DARK GRAY)
- (C) STUCCO (LIGHT GRAY)
- (D) STONE OR MASONRY (PLAZA GRAY)
- (E) GLASS GUARDRAIL (FLAT / SEGMENTED)
- (F) METAL GUARDRAIL
- (G) PERFORATED ALUMINUM PANELS
- (H) GLAZING TYPICAL

A **NORTH ELEVATION**
3/32" = 1'-0" (30X42)



- (A) STUCCO (LIGHT GRAY)
- (B) SCORED STUCCO (DARK GRAY)
- (C) STUCCO (LIGHT GRAY)
- (D) STONE OR MASONRY (PLAZA GRAY)
- (E) GLASS GUARDRAIL (FLAT / SEGMENTED)
- (F) METAL GUARDRAIL
- (G) PERFORATED ALUMINUM PANELS
- (H) GLAZING TYPICAL

A **WEST ELEVATION**
3/32" = 1'-0" (30X42)



A **SOUTHEAST VIEW**
N.T.S.



A SOUTHEAST VIEW
N.T.S.



A **NORTHEAST VIEW**
N.T.S.



A SOUTH VIEW
N.T.S.



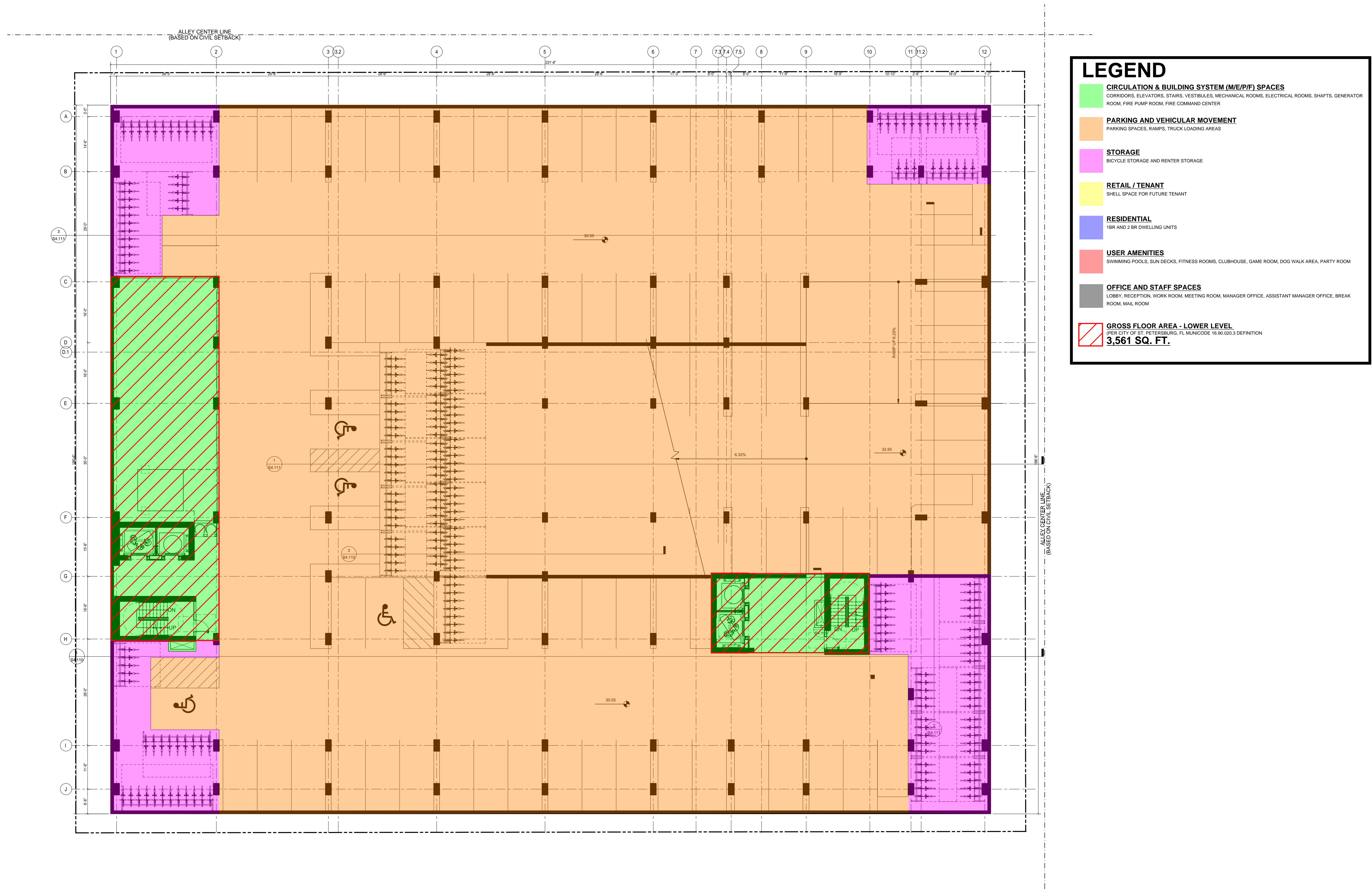
A SOUTHWEST BIRD'S EYE VIEW
N.T.S.



A **FOURTH AVE PEDESTRIAN VIEW**
N.T.S.

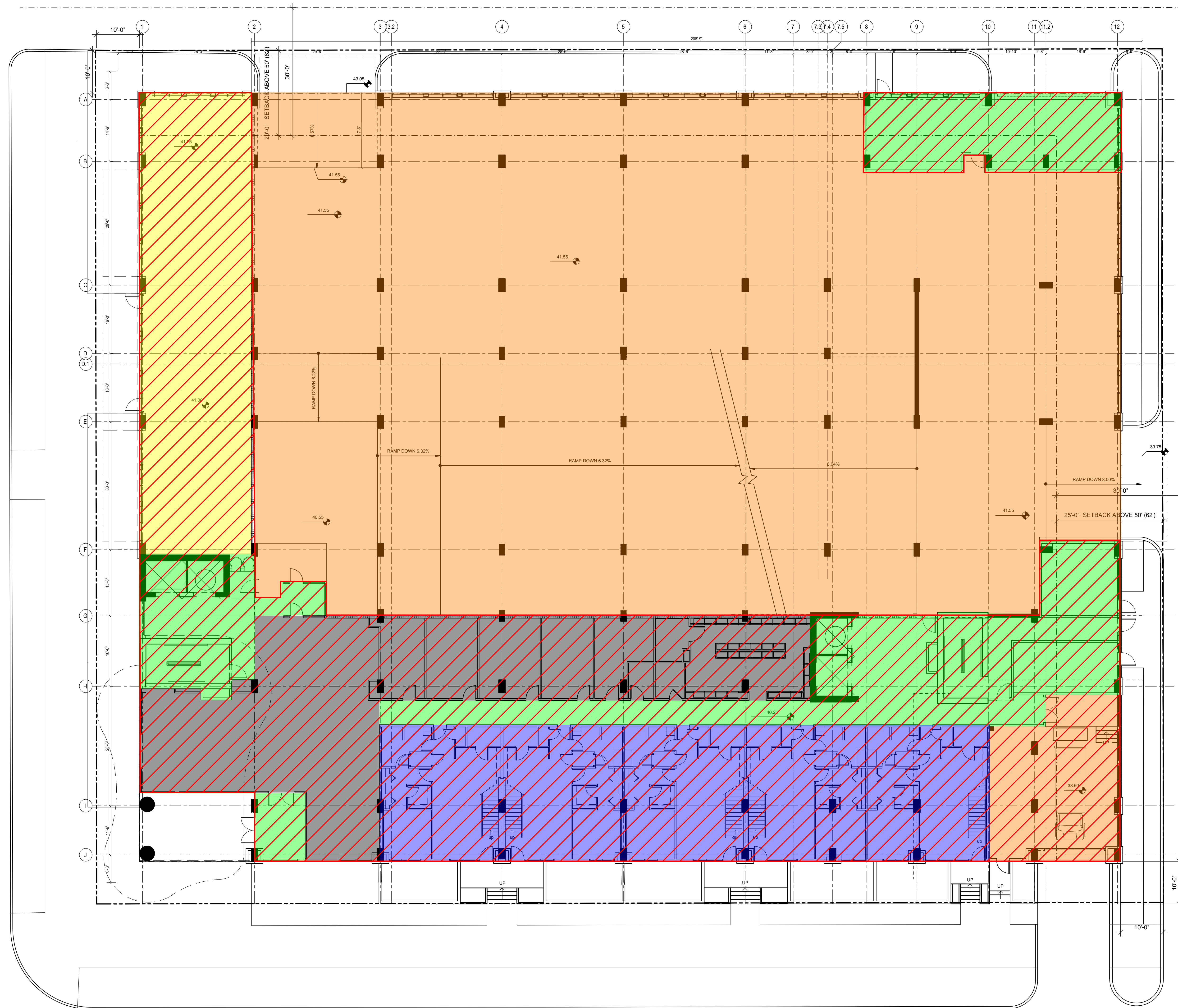


A **FOURTH AVE PATIO VIEW**
N.T.S.



LOWER LEVEL FLOOR PLAN
3/32" = 1'-0" (30X42)

EIGHTH STREET SOUTH



LEGEND

CIRCULATION & BUILDING SYSTEM (M/E/P/F) SPACES
CORRIDORS, ELEVATORS, STAIRS, VESTIBULES, MECHANICAL ROOMS, ELECTRICAL ROOMS, SHAFTS, GENERATOR ROOM, FIRE PUMP ROOM, FIRE COMMAND CENTER

PARKING AND VEHICULAR MOVEMENT
PARKING SPACES, RAMPS, TRUCK LOADING AREAS

STORAGE
BICYCLE STORAGE AND RENTER STORAGE

RETAIL / TENANT
SHELL SPACE FOR FUTURE TENANT

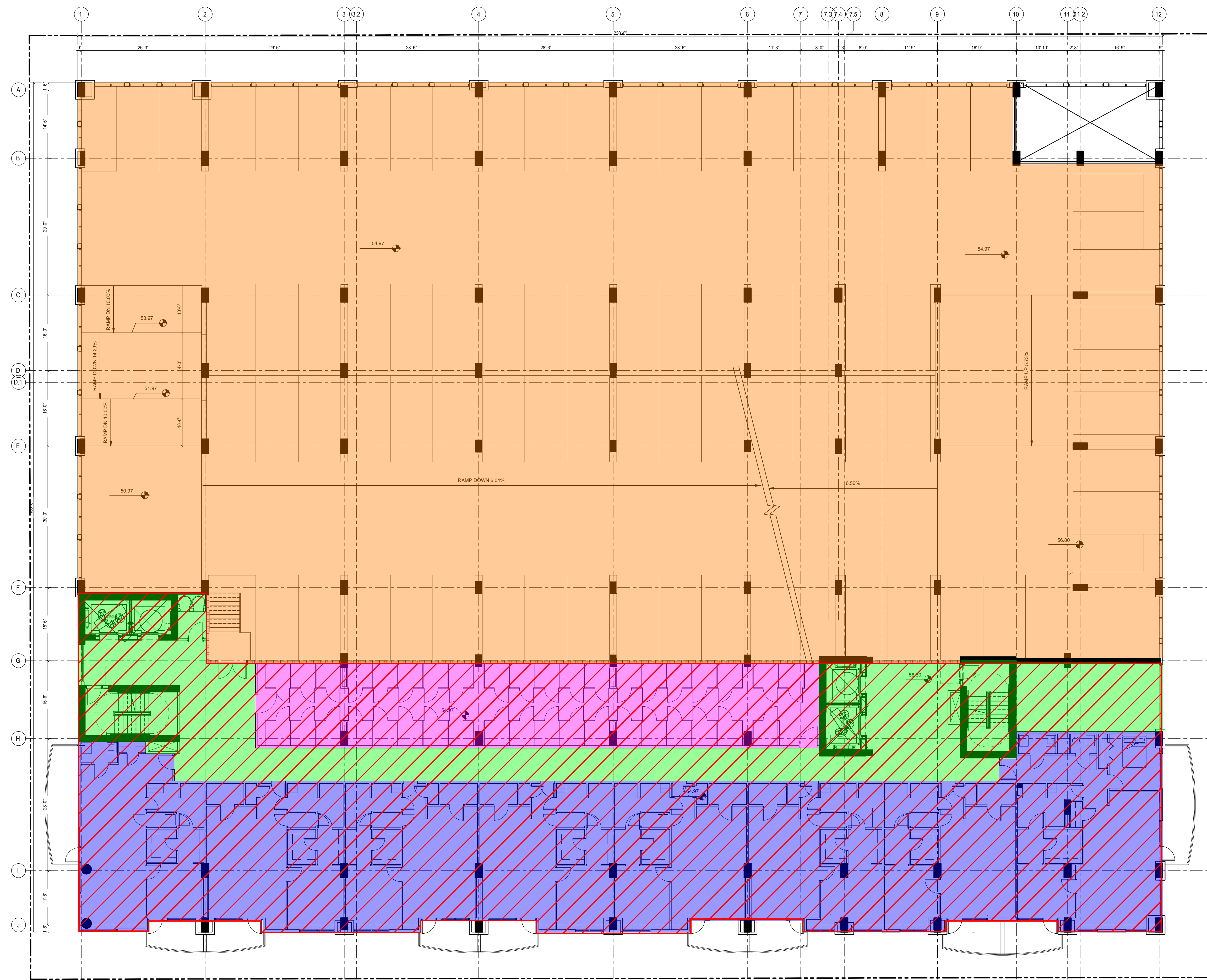
RESIDENTIAL
1BR AND 2 BR DWELLING UNITS

USER AMENITIES
SWIMMING POOLS, SUN DECKS, FITNESS ROOMS, CLUBHOUSE, GAME ROOM, DOG WALK AREA, PARTY ROOM

OFFICE AND STAFF SPACES
LOBBY, RECEPTION, WORK ROOM, MEETING ROOM, MANAGER OFFICE, ASSISTANT MANAGER OFFICE, BREAK ROOM, MAIL ROOM

GROSS FLOOR AREA - 1ST FLOOR
(PER CITY OF ST. PETERSBURG, FL MUNICOD 16.90.020.3 DEFINITION)
17,605 SQ. FT.

FOURTH AVENUE SOUTH



LEGEND

CIRCULATION & BUILDING SYSTEM (M/E/P/F) SPACES
CORRIDORS, ELEVATORS, STAIRS, VESTIBULES, MECHANICAL ROOMS, ELECTRICAL ROOMS, SHAFTS, GENERATOR ROOM, FIRE PUMP ROOM, FIRE COMMAND CENTER

PARKING AND VEHICULAR MOVEMENT
PARKING SPACES, RAMPS, TRUCK LOADING AREAS

STORAGE
BICYCLE STORAGE AND RENTER STORAGE

RETAIL / TENANT
SHELL SPACE FOR FUTURE TENANT

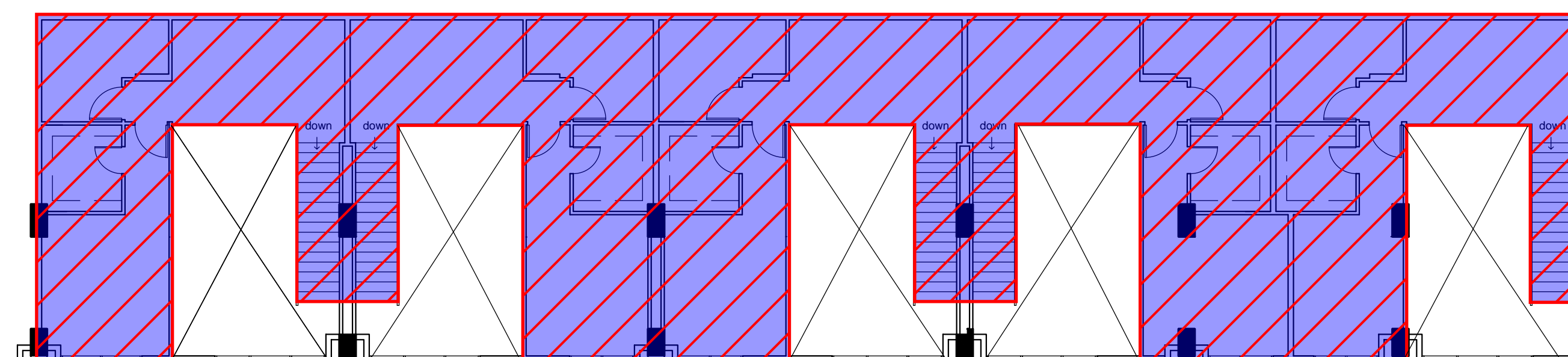
RESIDENTIAL
1BR AND 2 BR DWELLING UNITS

USER AMENITIES
SWIMMING POOLS, SUN DECKS, FITNESS ROOMS, CLUBHOUSE, GAME ROOM, DOG WALK AREA, PARTY ROOM

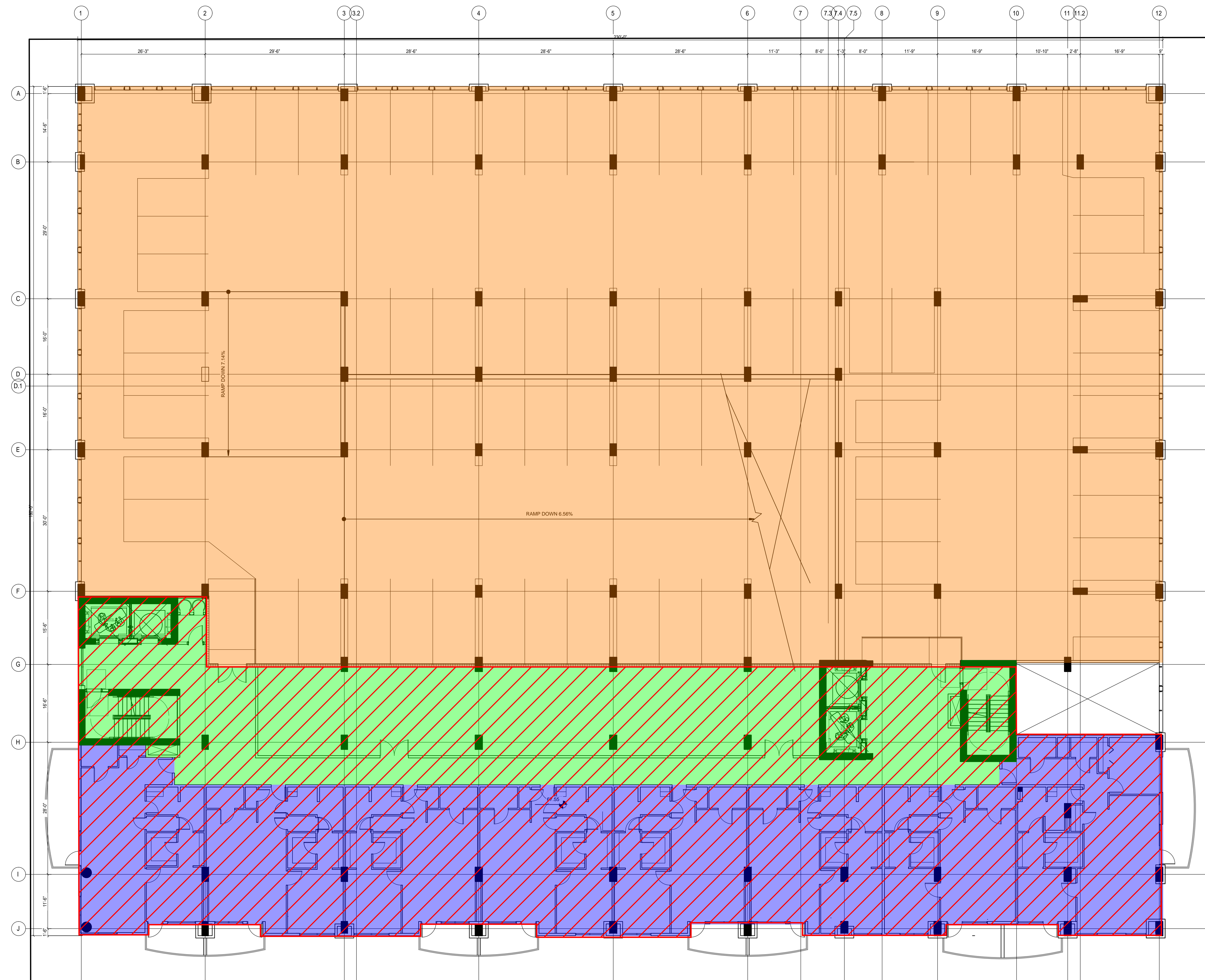
OFFICE AND STAFF SPACES
LOBBY, RECEPTION, WORK ROOM, MEETING ROOM, MANAGER OFFICE, ASSISTANT MANAGER OFFICE, BREAK ROOM, MAIL ROOM

GROSS FLOOR AREA - 2ND FLOOR
(PER CITY OF ST. PETERSBURG, FL MUNICOD 16.90.020.3 DEFINITION)
13,454 SQ. FT.

A SECOND LEVEL FLOOR PLAN
3/32" = 1'-0" (30X42)



A MEZZANINE LEVEL FLOOR PLAN
3/32" = 1'-0" (30X42)



LEGEND

CIRCULATION & BUILDING SYSTEM (M/E/P/F) SPACES
CORRIDORS, ELEVATORS, STAIRS, VESTIBULES, MECHANICAL ROOMS, ELECTRICAL ROOMS, SHAFTS, GENERATOR ROOM, FIRE PUMP ROOM, FIRE COMMAND CENTER

PARKING AND VEHICULAR MOVEMENT
PARKING SPACES, RAMPS, TRUCK LOADING AREAS

STORAGE
BICYCLE STORAGE AND RENTER STORAGE

RETAIL / TENANT
SHELL SPACE FOR FUTURE TENANT

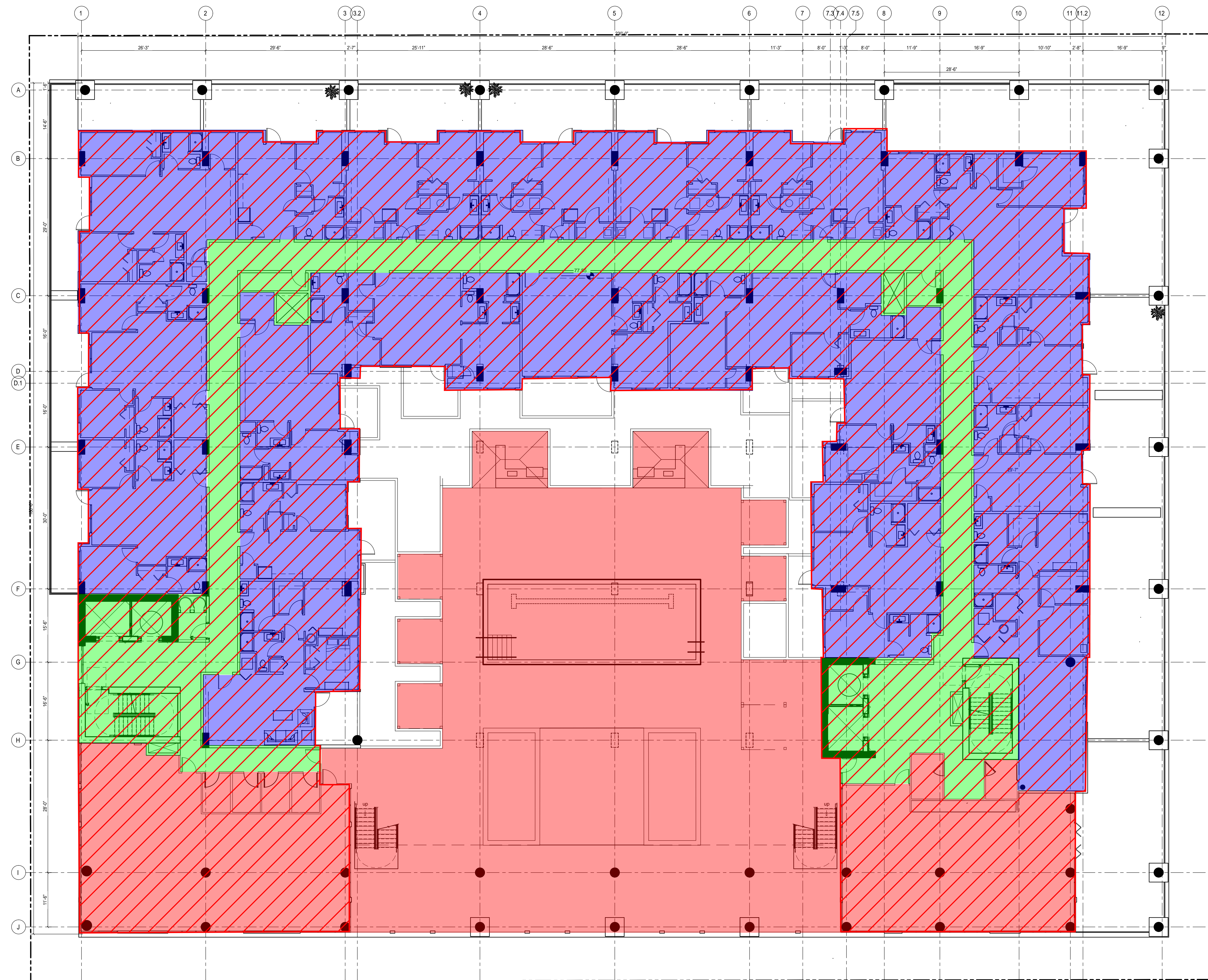
RESIDENTIAL
1BR AND 2 BR DWELLING UNITS

USER AMENITIES
SWIMMING POOLS, SUN DECKS, FITNESS ROOMS, CLUBHOUSE, GAME ROOM, DOG WALK AREA, PARTY ROOM

OFFICE AND STAFF SPACES
LOBBY, RECEPTION, WORK ROOM, MEETING ROOM, MANAGER OFFICE, ASSISTANT MANAGER OFFICE, BREAK ROOM, MAIL ROOM

GROSS FLOOR AREA - 3RD FLOOR
(PER CITY OF ST. PETERSBURG, FL MUNICOD 16.90.020.3 DEFINITION)
12,969 SQ. FT.

 **A** **THIRD LEVEL FLOOR PLAN**
3/32" = 1'-0" (30X42)



LEGEND

CIRCULATION & BUILDING SYSTEM (M/E/P/F) SPACES
CORRIDORS, ELEVATORS, STAIRS, VESTIBULES, MECHANICAL ROOMS, ELECTRICAL ROOMS, SHAFTS, GENERATOR ROOM, FIRE PUMP ROOM, FIRE COMMAND CENTER

PARKING AND VEHICULAR MOVEMENT
PARKING SPACES, RAMPS, TRUCK LOADING AREAS

STORAGE
BICYCLE STORAGE AND RENTER STORAGE

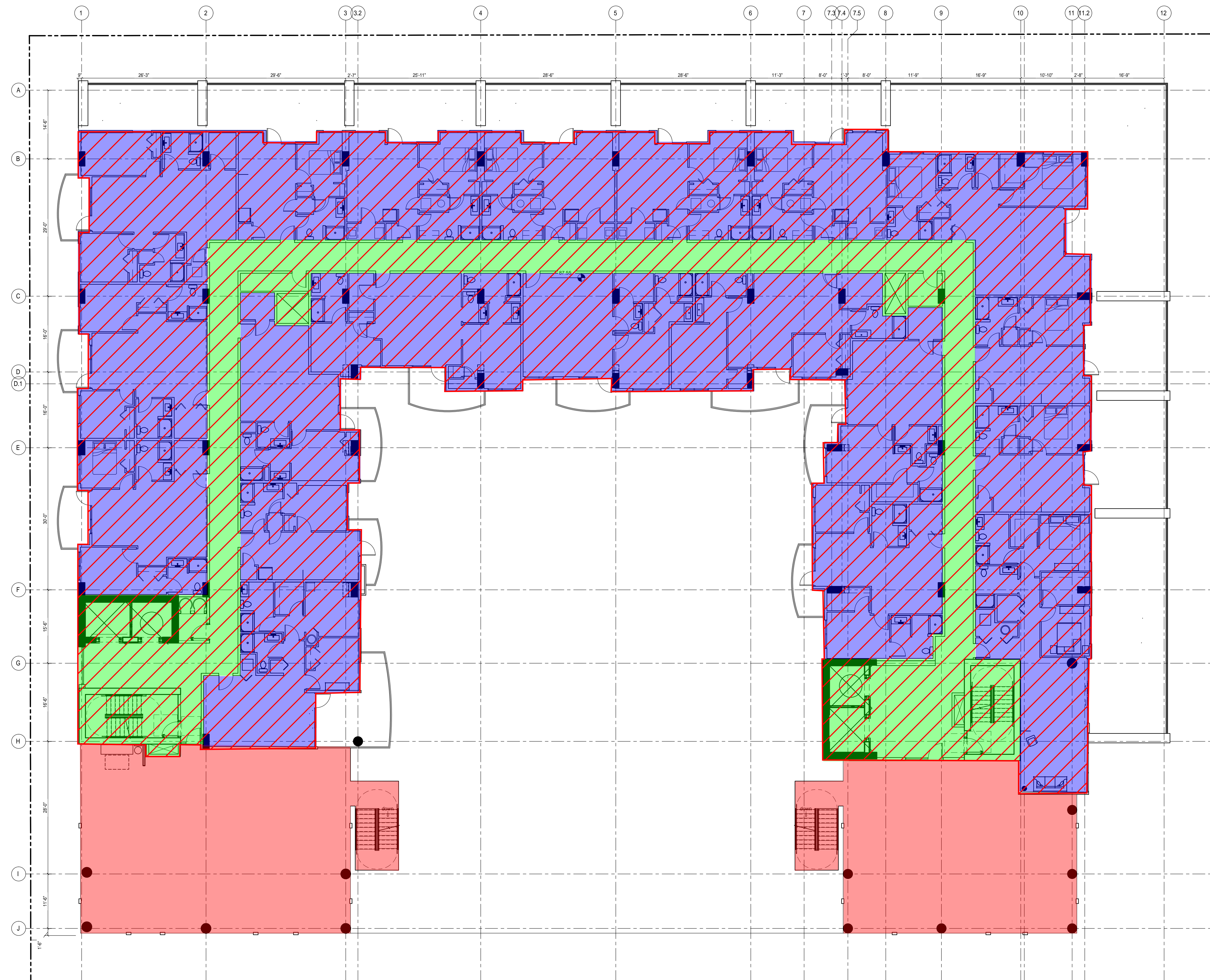
RETAIL / TENANT
SHELL SPACE FOR FUTURE TENANT

RESIDENTIAL
1BR AND 2 BR DWELLING UNITS

USER AMENITIES
SWIMMING POOLS, SUN DECKS, FITNESS ROOMS, CLUBHOUSE, GAME ROOM, DOG WALK AREA, PARTY ROOM

OFFICE AND STAFF SPACES
LOBBY, RECEPTION, WORK ROOM, MEETING ROOM, MANAGER OFFICE, ASSISTANT MANAGER OFFICE, BREAK ROOM, MAIL ROOM

GROSS FLOOR AREA - 4TH FLOOR
(PER CITY OF ST. PETERSBURG, FL MUNICOD 16.90.020.3 DEFINITION)
23,889 SQ. FT.



LEGEND

CIRCULATION & BUILDING SYSTEM (M/E/P/F) SPACES
CORRIDORS, ELEVATORS, STAIRS, VESTIBULES, MECHANICAL ROOMS, ELECTRICAL ROOMS, SHAFTS, GENERATOR ROOM, FIRE PUMP ROOM, FIRE COMMAND CENTER

PARKING AND VEHICULAR MOVEMENT
PARKING SPACES, RAMPS, TRUCK LOADING AREAS

STORAGE
BICYCLE STORAGE AND RENTER STORAGE

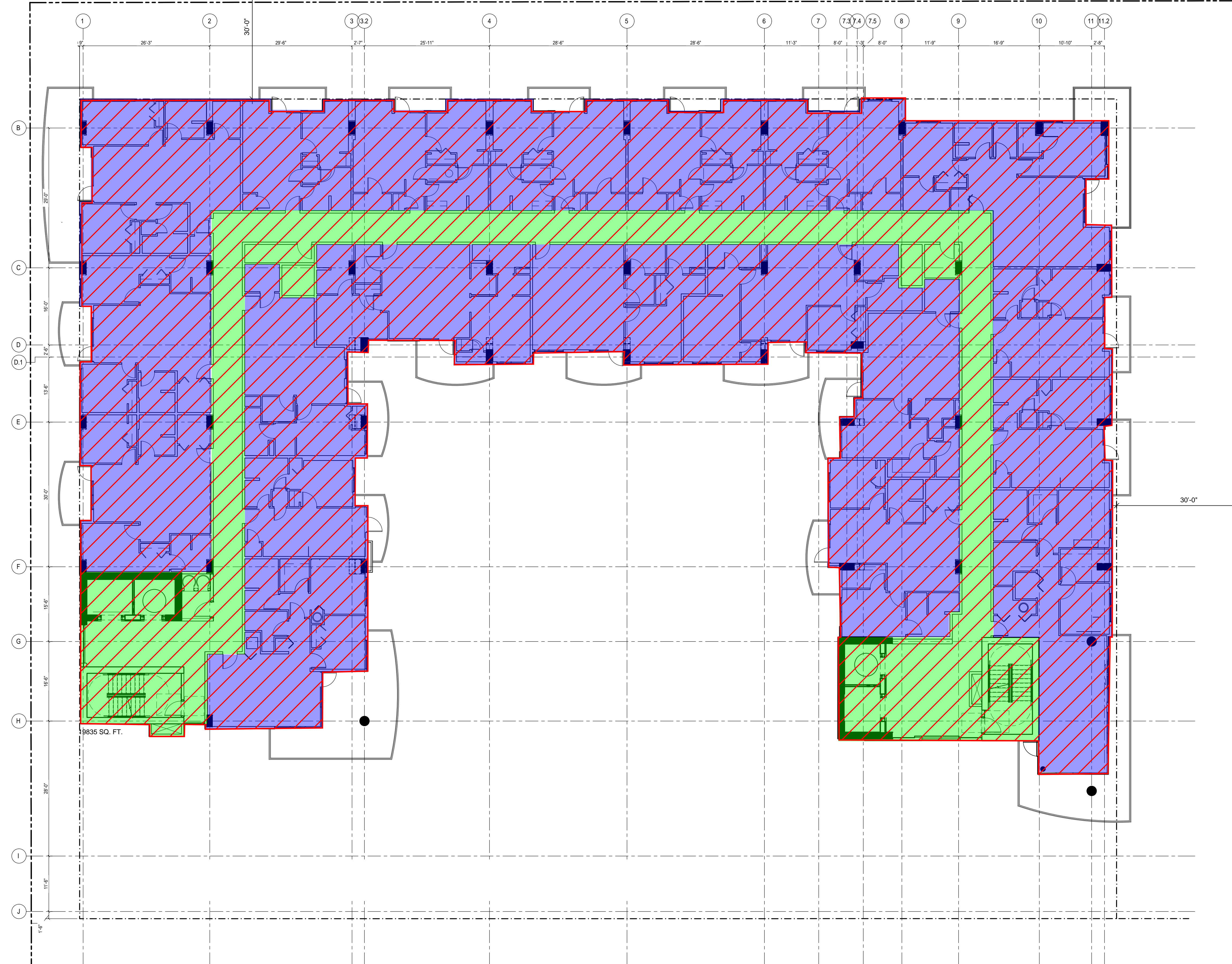
RETAIL / TENANT
SHELL SPACE FOR FUTURE TENANT

RESIDENTIAL
1BR AND 2 BR DWELLING UNITS

USER AMENITIES
SWIMMING POOLS, SUN DECKS, FITNESS ROOMS, CLUBHOUSE, GAME ROOM, DOG WALK AREA, PARTY ROOM

OFFICE AND STAFF SPACES
LOBBY, RECEPTION, WORK ROOM, MEETING ROOM, MANAGER OFFICE, ASSISTANT MANAGER OFFICE, BREAK ROOM, MAIL ROOM

GROSS FLOOR AREA - 5TH FLOOR
(PER CITY OF ST. PETERSBURG, FL MUNICOD 16.90.020.3 DEFINITION)
19,898 SQ. FT.



LEGEND

CIRCULATION & BUILDING SYSTEM (M/E/P/F) SPACES
CORRIDORS, ELEVATORS, STAIRS, VESTIBULES, MECHANICAL ROOMS, ELECTRICAL ROOMS, SHAFTS, GENERATOR ROOM, FIRE PUMP ROOM, FIRE COMMAND CENTER

PARKING AND VEHICULAR MOVEMENT
PARKING SPACES, RAMPS, TRUCK LOADING AREAS

STORAGE
BICYCLE STORAGE AND RENTER STORAGE

RETAIL / TENANT
SHELL SPACE FOR FUTURE TENANT

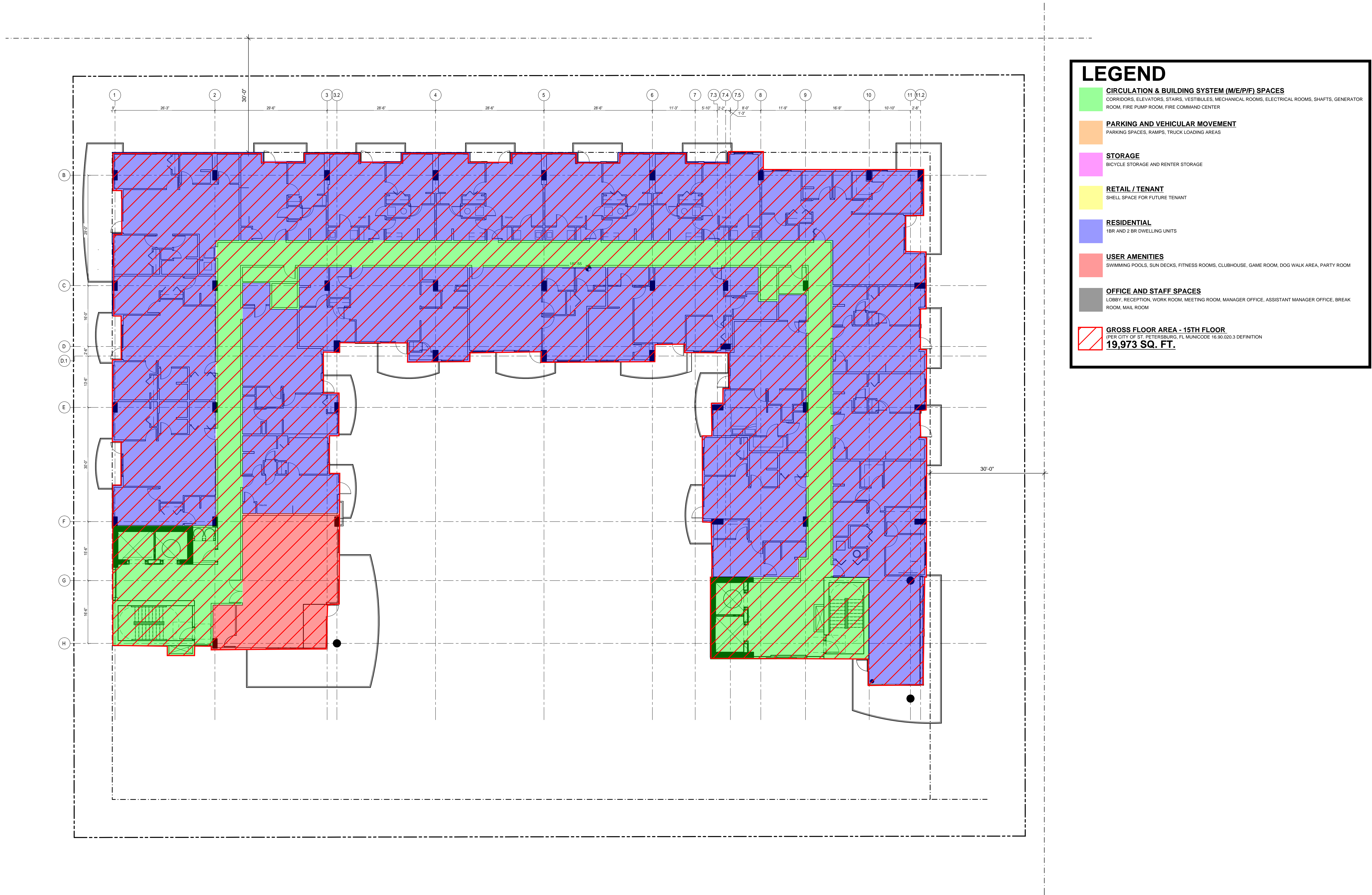
RESIDENTIAL
1BR AND 2 BR DWELLING UNITS

USER AMENITIES
SWIMMING POOLS, SUN DECKS, FITNESS ROOMS, CLUBHOUSE, GAME ROOM, DOG WALK AREA, PARTY ROOM

OFFICE AND STAFF SPACES
LOBBY, RECEPTION, WORK ROOM, MEETING ROOM, MANAGER OFFICE, ASSISTANT MANAGER OFFICE, BREAK ROOM, MAIL ROOM

GROSS FLOOR AREA - 6TH - 14TH FLOORS
(PER CITY OF ST. PETERSBURG, FL MUNICOD 16.90.020.3 DEFINITION)
19,898 SQ. FT.

A 6TH THRU 14TH LEVEL FLOOR PLAN
3/32" = 1'-0" (30X42)



**NARRATIVE IN SUPPORT OF
INTOWN COMMUNITY REDEVELOPMENT AREA
APPLICATION FOR DEVELOPMENT PROPOSAL**

REQUEST

Review and approval by the Community Redevelopment Agency of a proposed 15 story building on a 1.15-acre parcel located at the northeast corner of 4th Avenue South and 8th Street South, with 260 dwelling units, 2700 square feet of commercial space and a 4 level 293-space parking garage.

The site plan for the project, including floor area ratio and height bonuses, was unanimously approved by the Development Review Commission on November 3, 2021.

PROJECT OVERVIEW

The Project site is approximately 1.15 acres (50,000 square feet) and is bounded on the west by 8th Street South, on the south by 4th Avenue South, on the north by Charles Court (20' wide alley) and on the east by Grey Eagle Court (10' wide alley). 8th Street South is a "B" street for purposes of ground level activity requirements. The site is generally near Tropicana Field to the west, Downtown St. Petersburg to the east, mixed use developments to the north and hospitals and related uses to the south.

Currently, the site contains 10 existing residential buildings and several outbuildings (sheds, garages, etc.) and site features (berm, exterior steps, fences, etc.) that are scheduled for demolition. The site is not within a national or local historic district, nor are any buildings or site features designated as historical landmarks.

The Project will be a Type 1A, multi-family residential building with 260 units and 2700 square feet of retail/restaurant space. The Lower Level has underground parking. The ground floor (Level 1) of the building will have retail space, a lobby with reception area, a loading dock for residents' use (screened with a roll-up door), parking and ground floor townhouse-like units with patios facing 4th Avenue. Levels 2 and 3 have parking and residential units. Levels 4 through 15 have residential units as well as various amenities including a swimming pool, wading pool(s), fitness room, dog walk, exterior community use grills and kitchens, community/game room and party room.

Vehicular access will be from the two alleys – Charles Court (ingress and egress) and Gray Eagle Court (ingress only). Pedestrian access to the multi-family units will be provided from a building entrance at the corner of 8th Street South and 4th Avenue South. Pedestrian access to the retail is along 8th Street South. Additionally, direct access to the individual loft (townhouse-style) units is provided at the entrance to each unit along 4th Avenue South.

The Intown Redevelopment Plan (“IRP”) recognizes that “in a dense urban environment, bicycles are an important mode of transportation costing little and using little space for parking.” See IRP Page 31. This project implements this IRP objective by providing 460 bicycle parking spaces, almost double what is required by Code, so as to ensure its residents have easy access to this key mode of transportation in the Downtown Core.

CONSISTENCY WITH INTOWN REDEVELOPMENT PLAN

The IRP requires the Community Redevelopment Agency to evaluate a development proposal to ensure its proposed use and design are consistent with the IRP.

The IRP provides that “the development of an expanded residential base in the Intown is essential to achieve a successful downtown redevelopment program. People living and working downtown will generate the 24-hour activity and community spirit necessary to continue the expansion of the downtown economic and cultural base.” This project assists with this goal by providing an architecturally and aesthetically appealing mixed-use building designed with significant open space and consistent with the pedestrian oriented goals of the IRP.

Plan Emphasis

The project is located within the Residential Area and adjacent to the Webb’s City Area of the IRP. The zoning for the site is DC-2 and the site abuts the more intensive DC-1 zoning district located immediately to the west.

The DC-2 District “provides for intense residential development that still allows for a mixture of uses that enhance and support the core and surrounding neighborhoods, including the domed stadium. The district also allows support retail and office uses which assist the residents with the daily needs of living within this highly urbanized neighborhood. The district establishes performance standards and design guidelines appropriate to urban form residential buildings.”

The DC-2 district permits multi-family dwellings and commercial uses, with a maximum FAR of 7.0 and height of 200-feet. The applicant proposes a mixed-use project with a 5.81 FAR containing residential units and commercial space.

Design and Development Guidelines

The project is consistent with the Design and Development Guidelines that begin on Page 40 of the IRP as follows:

- City Staff has determined, and the Development Review Commission has unanimously confirmed, that the proposed development is in full compliance with the DC-2 zoning district standards and all other relevant requirements of the land development code.
- The project received a bonus FAR of 2.8 through site plan approval by the Development Review Commission by providing certain bonus amenities.

- As required by the IRP, the project is here being submitted to the CRA for review.
- The parking structure has a decorative façade through building materials and/or landscaping along each parking level. The project contains street level retail along 8th Street South and street level residential along 4th Avenue South. No surface parking is proposed outside of the building envelope.
- The project provides sufficient lighting to ensure night security.
- The project provides design elements (trees, canopies, street furniture, entryways) to the building and activity spaces in scale with human dimensions and perceptions of space.
- The various elements of the proposed mixed-use building are integrated architecturally, aesthetically and functionally through building design, materials, open spaces, scale, circulation systems, pedestrian level activities, and uniform signage and lighting.
- The development provides appropriate architectural variety to the area through its design.
- The project generates street level activities through its ground floor design – including retail space on 8th Street South, street-level townhouse-like units on 4th Avenue South, and the lobby entrance at the corner of 8th and 4th.
- The building relates in building scale and mass with the surrounding areas by being setback at ground level in excess of Code requirements. Also, the building is stepped back further above the 4th floor and designed with an upper level “U” shape. The parking garage is enclosed and the building provides a continuous street edge on all sides.
- Activity / open spaces within the building are located on the 4th story to enhance views from such open space areas.
- The project and its open space are directly linked to the pedestrian system and these links meet City requirements.
- Site improvements include sidewalks, street trees and landscaping, new drainage system, parking and lighting, and benches/seating areas.
- The project’s open space both establish visual and functional ties to surrounding activities and, through vertical separation of the amenity areas, create a sense of seclusion in certain spaces on the property through the various types of open space provided.
- The open space provides for both for human comfort and scale through the use of landscaping and/or canopies for shade (e.g. the canopy at the main building entrance protrudes from the building face while still meeting setbacks) and highlights building entrances.
- The pedestrian and open space improvements create a pleasurable and safe walking experience.
- The project demonstrates the use of energy conservation techniques to reduce space cooling, hot water, and space heating demands. These techniques include:
 - Trellises and canopies to provide shaded decks and entries
 - Ample & oversized exterior amenities to encourage outdoor activities and overall user wellness

- Light colored roof and façade materials to reflect sunlight and decrease
 - A large number of windows and generous use of (low-e) glazing surfaces for natural daylighting
 - Building orientation and shape allows for shaded courtyards and patios
 - Heat recovery of tempered exhaust air and LED lighting to lower overall building energy usage
- The building elements incorporate simple designs which dictate logical order and arrangement, allowing users to easily orient and relate themselves to the space and surrounding activities. This is achieved by:
 - Regular, but varied, intervals of exterior materials, colors and textures on the ground floor where user experience is critical
 - Enlarged glazed surfaces at the public and retail spaces to dictate a feeling of welcomeness and transparency
 - Open ground floor patios, shared steps to ground floor units and upper floor balconies with glass guardrails highlight the building's inviting residential component.

Additionally, the mixed-use infill development creates a sense of place and neighborhood identity by interrelating its architectural design, open space, pedestrian systems and ground level amenities to the activities and buildings in the block.

Compliance with the IRP Design and Development Guidelines is further illustrated on renderings of the proposed project attached as Exhibit A.

Provide a simple design which dictate logical order and arrangement

Relate in building scale and mass with the surrounding neighborhood



Provide views of the Tampa Bay

Use natural sunlight for interior lighting. (South facing courtyard)

All parking structure should provide decorative façade through building materials

Provide architectural variety to the area

Linked to the pedestrian system.

Create a sense of place and neighborhood identity by relating to old and new architecture and by developing interrelated open and pedestrian spaces (Front Porches & Patios)

Create a sense of seclusion in spaces set aside from the main pedestrian flow

Generate street level activities

Provide architecture that relates to the pedestrian (human) scale

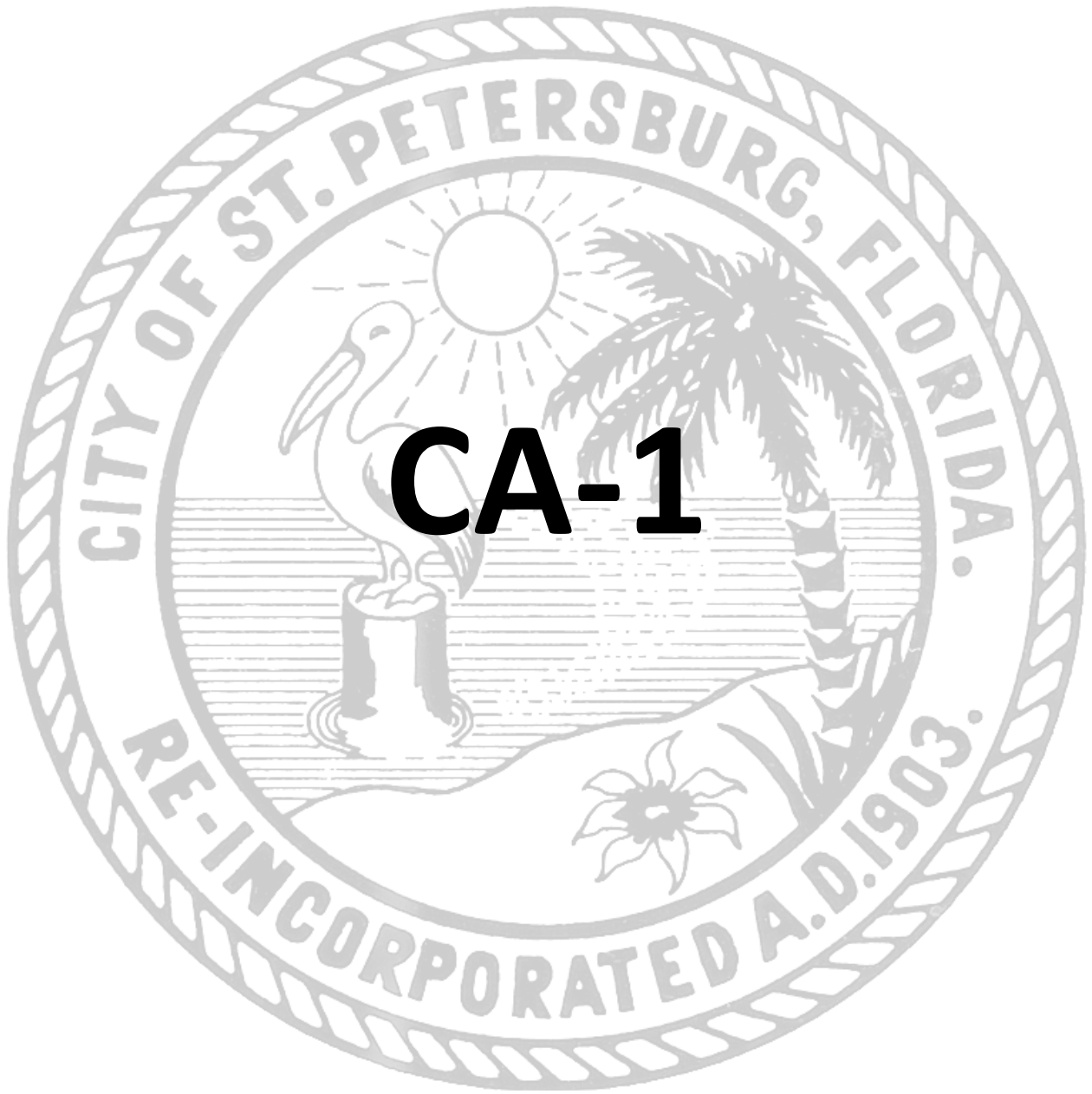


Provide architecture that relates to the pedestrian (human) scale

Provide human comfort and scale through the use of landscape and highlighting building entrances

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Humana Insurance Company, for voluntary Dental Health Management Organization (DHMO) and Preferred Provider Organization (PPO) insurance plans at an estimated annual premium of \$1,586,788.

Please scroll down to view the backup material.



CA-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of January 20, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a proposal from Humana Insurance Company, for voluntary Dental Health Management Organization (DHMO) and Preferred Provider Organization (PPO) insurance plans at an estimated annual premium of \$1,586,788.

Explanation: The Procurement and Supply Management Department received five proposals for dental insurance. The five proposals were received from:

#	<u>Offerors</u>
1	Aetna Health Inc
2	Humana Insurance Company
3	Metropolitan Life Insurance Company
4	United Concordia
5	United Healthcare Insurance Company

The proposals were evaluated based on the following criteria:

- Qualifications, Experience, & Capacity
- Plan Design/Differences
- Plan Administration, Services, Guarantee
- Cost or Price

Proposals were reviewed and evaluated by Gallagher Benefits Consulting, Inc and then presented to the Human Resources Director, Benefits Manager, Benefits Supervisor, and Group Benefits Analyst.

The voluntary dental benefits to be provided are a DHMO and PPO. Both plans provide benefits at current levels. The rates for both plans are guaranteed for two years.

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

Humana Insurance Company.....\$3,173,577
Two-years @\$1,586,788/year

Humana PPO	\$2,541,526
2003 employees/retirees	
Year 1	\$1,239,769
Year 2*	\$1,301,757

Humana DHMO	\$ 632,051
1018 employees/retirees	
Year 1	\$ 308,318
Year 2*	\$ 323,733

*Assumes a 5% increase in enrollment for Year 2

Humana Insurance Company, the highest ranked offeror, has met the requirements of RFP 8188, dated November 30, 2021. The company is headquartered in Louisville, Kentucky. They have been in business under this name since 1961, in business over 60 years, and are satisfactorily providing

these services for the City of St. Petersburg. A blanket purchase agreement will be issued effective April 1, 2022, through March 31, 2024, with three, one-year renewal options by mutual agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Department, Group Benefits Division (090-1177).

Attachments: Technical Evaluation (3 pages)
Resolution

Technical Evaluation 953-48 Insurance, Dental

Summary Work Statement

The City received eight proposals for RFP No. 8188 Insurance, Dental and Vision. The successful offeror shall provide group dental insurance coverage for active and retired employees and their eligible dependents who select coverage ("Members"). The City sought the most comprehensive coverage at the lowest, long-term cost. The City did not consider proposals from brokers.

Dental Insurance proposals were received from:

1. Aetna Health Inc (Aetna)
2. Humana Insurance Company. (Humana)
3. Metropolitan Life Insurance Company (Metlife)
4. United Concordia
5. United Healthcare Insurance Company (UHI)

Evaluation Committee

Evaluation of the proposals was conducted by Gallagher Benefits Consulting, Inc

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Completeness and thoroughness of the proposal. All required information must be provided in the format specified
- The Offeror's understanding of the City's purpose, scope and objectives, including the solution's functionality and suitability to meet the City's need and quality of the Offeror's approach
- The Offeror's willingness to enter into a contract acceptable to the City and the number of exceptions taken to the City's terms and conditions.
- The low-cost Offeror may not necessarily be awarded the contract, however; one-time and recurring maintenance and support costs are an important evaluation criterion

Offerors' Profiles

Below is a profile of shortlisted offerors and a summary of the strengths and weaknesses of each.

Aetna was founded in 1853 and is headquartered in Hartford, Connecticut. The firm has been in business for 168 years and employs 47,950 people.

Strengths include: The members will have access to an extended network of provider, to an additional 10% saving on oral care items through CVS oral care discount site and a pilot program to offer dental over the counter allowance

Weaknesses include: Their DHMO plan limits pediatric dentist at age 7, they proposed a small discount on services performed but they are not balance-billed the remaining difference

The proposal meets the City's requirements.

Humana was founded in 1961 and is headquartered in Louisville, KY. The firm has been in business for 60 years and employs approximately 48,000 people.

Strengths include: The incumbent provider allows for minimum disruption of services; their DHMO plan reduces current price, pediatric dental care lasts until age 18 under PPO plan and age 12 under DHMO; they require dentists to carry individual malpractice insurance and professional liability

Weaknesses include: There were no apparent weaknesses.

The proposal meets the City's requirements.

Metlife was founded in 1868 and is headquartered in New York. The firm has been in business for 153 years and employs approximately 49,000 people.

Strengths include: Their MyBenefits application provides members with online access, they also offer UpWise, a financial wellness application, at no cost; and they have extended customer service hours.

Weaknesses include: Their plan limits the pediatric dentist to age 8.

The proposal meets the City's requirements.

United Concordia was founded in 1971 and is headquartered in Camp Hill, PA. The firm has been in business for 25 years and employs 1,200 people.

Strengths include: There were no apparent major strengths.

Weaknesses include: They did not provide a complete proposal, their responses in the questionnaire were limited to their DHMO partner, Solstice only and the PPO plan does not include commissions. Their covered services include two visits per year.

The proposal does not meet the City's requirements.

United Healthcare was founded in 1977 and is headquartered in Hartford, CT. The firm has been in business for 44 years and employs more than 125,000 people.

Strengths include: The dental and vision plan will coordinate with the medical plan, their integration with the health insurance plan, disease stages can be identified and acted upon to promote better health, and dependents can seek pediatric dentist up to age 16.

Weaknesses include: There were no apparent weaknesses.

The proposal meets the City's requirements.

Recommendation for Award

On December 10, 2021, Gallagher Benefits Consulting, Inc presented their review to the Human Resources Director, Benefits Manager, Benefits Supervisor, and Group Benefits Analyst. Upon review it is recommended Humana Medical Plan Inc. provide Dental Insurance coverage. The

company has met the requirements of RFP No. 8188, and the offer was determined to be the most advantageous to the City, taking into consideration the cost and the evaluation criteria set forth in the RFP.

Humana Medical Plan Inc was selected for the following reasons:

- They are the incumbent vendor
- Their DHMO Plan rates will reduce during the next enrollment
- They offer the same premium rates and higher Orthodontia benefits on the PPO plan
- Their network size

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A TWO-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS TO HUMANA INSURANCE COMPANY FOR VOLUNTARY DENTAL HEALTH MANAGEMENT ORGANIZATION (“DHMO”) AND PREFERRED PROVIDER ORGANIZATION (“PPO”) INSURANCE PLANS AT AN ESTIMATED COMBINED PREMIUM OF \$3,173,577 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8188 for voluntary Dental Health Management Organization (“DHMO”) and Preferred Provider Organization (“PPO”) insurance plans dated November 30, 2021; and

WHEREAS, the Procurement & Supply Management Department received five (5) proposals in response to the RFP; and

WHEREAS, Humana Insurance Company has met the specifications, terms, and conditions of RFP No. 8188; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of a two-year agreement with three one-year renewal options to Humana Insurance Company for voluntary Dental Health Management Organization (“DHMO”) and Preferred Provider Organization (“PPO”) insurance plans at an estimated combined premium of \$3,173,577 for the initial term is hereby approved.

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


This Resolution shall become effective immediately upon its adoption.

Approved by:

/s/ Sharen Michniewicz

City Attorney (Designee)

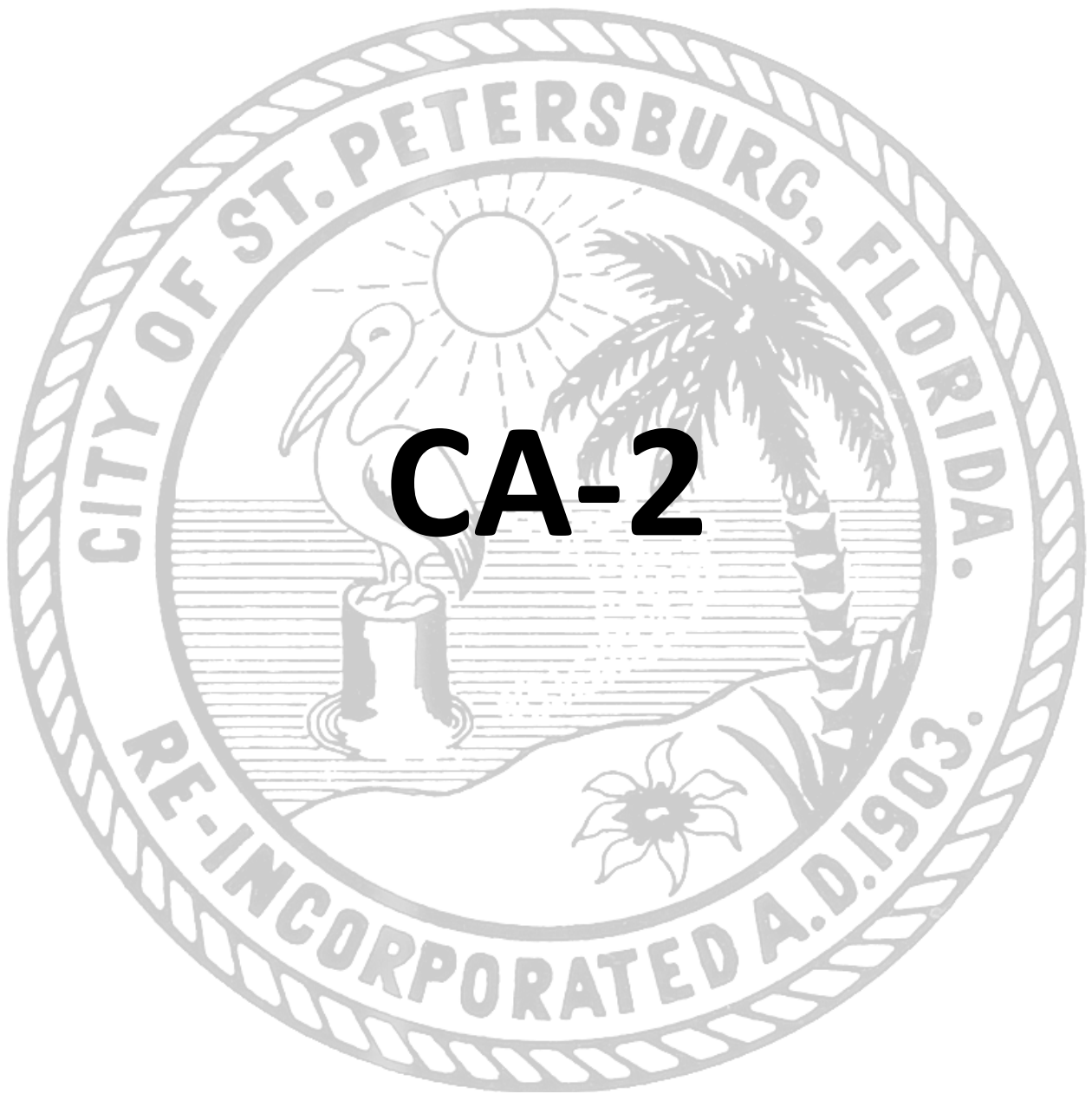
00602873

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142500
Name:	Pocengal, Nicholas W	Request Date:	04-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Insurance, Dental, January 20 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Insurance, Dental, scheduled to go before City Council on January 20, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	04-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	04-JAN-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	05-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a one-year extension of a blanket purchase agreement and an allocation increase for consulting services for benefits, with Gallagher Benefit Services, Inc. (Gallagher); and requesting a waiver of Procurement Code Section 2-215(a) pursuant to Procurement Code Section 2-222, to effectuate a one-year contract extension to allow time for the completion of a solicitation for consulting services for benefits.
Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of January 20, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Approving a one-year extension of a blanket purchase agreement and an allocation increase for consulting services for benefits, with Gallagher Benefit Services, Inc. (Gallagher); and requesting a waiver of Procurement Code Section 2-215(a) pursuant to Procurement Code Section 2-222, to effectuate a one-year contract extension to allow time for the completion of a solicitation for consulting services for benefits.

Explanation: On October 20, 2016, City Council approved a three-year blanket purchase agreement for consulting services through September 30, 2019, with one, two-year renewal option. On March 1, 2018, City Council approved the first amendment for additional consulting services, to write the scope of services and analyze the proposals for the pharmaceutical benefits program. On October 17, 2019, City Council approved the final renewal through September 30, 2021. On October 4, 2021, administration extended the contract through April 30, 2022 per Section 2-215 (b) of the City Code, which allows for any contract to be extended for a period not to exceed six months when the POD determines that such extension is in the best interest of the City and is necessary to allow the City to finalize the solicitation and negotiation of a replacement contract. The solicitation and negotiation of a replacement contract was not finalized. An additional extension is being requested to April 30, 2023, to allow completion of the solicitation and the award.

The consultant assists the City in analyzing the structure, costs, and administrative services of health insurance, pharmaceutical benefits, group life and disability insurance, supplemental insurance, and stop-loss insurance. Gallagher provides annual claims analysis, actuarial services, and assists administration in analyzing request for proposals.

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

Gallagher Consulting Benefits, Inc.....\$95,000

Original agreement	\$285,000
1 st amendment (additional services)	120,000
2 nd amendment (renewal)	190,000
3 rd amendment (extension)	<u>95,000</u>
Total Agreement amount	\$690,000

The consultant has agreed to hold prices firm under the current terms and conditions of RFP No. 6135 dated June 24, 2016. Administration recommends renewal of the agreement based on the consultant's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the contract. This amendment will be effective from the date of approval through April 30, 2023.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Department, Group Benefits Division (090-1177).

Attachments: Resolution

Resolution No. 2022_____

A RESOLUTION WAIVING 2-215(A) OF THE ST. PETERSBURG CITY CODE SO THAT THE AGREEMENT WITH GALLAGHER BENEFIT SERVICES, INC. (“GALLAGHER”) FOR EMPLOYEE BENEFIT CONSULTING SERVICES CAN BE AMENDED TO EXTEND THE TERM FOR ONE ADDITIONAL YEAR, WHICH WILL EXCEED THE INITIAL TERM AND RENEWAL TERMS SET FORTH IN THE SOLICITATION DOCUMENT; APPROVING A THIRD AMENDMENT TO THE AGREEMENT TO INCREASE THE ALLOCATION BY \$95,000 AND EXTEND THE TERM THROUGH APRIL 30, 2023; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 20, 2016, City Council approved a three-year blanket purchase agreement with a two-year renewal option (“Agreement”) with Gallagher Benefit Services, Inc. (“Gallagher”) for employee benefit consulting services in the amount of \$285,000 for the initial term through September 30, 2019; and

WHEREAS, on March 1, 2018, City Council approved a First Amendment to the Agreement to add services and increase the contract amount by \$120,000 for the remainder of the initial term related to the pharmacy benefits program; and

WHEREAS, on October 17, 2019, City Council approved the final renewal through September 30, 2021, which included a \$190,000 increase in the contract amount; and

WHEREAS, section 2-215(a) of the City Code provides that the term of a contract shall be for a period of time that is determined by the POD to be in the best interest of the City provided that the initial term of a contract and renewal options is set forth in the solicitation documents; and

WHEREAS, the solicitation that resulted in the Agreement provided that the agreement would be for a period of three years with one two-year renewal option; and

WHEREAS, section 2-215(b) of the City Code authorizes Administration to extend any contract for a period not to exceed six months when it is determined that such extension is in the best interest of the City and is necessary to finalize the solicitation and negotiation of a replacement contract; and

WHEREAS, Administration utilized section 2-215(b) of the City Code to enter into a Second Amendment to extend the Agreement for an additional six months beyond its initial term and renewal options; and

WHEREAS, section 2-222 of the City Code provides that City Council may waive any provision of the procurement code by a resolution receiving at least five (5) affirmative votes; and

WHEREAS, Administration desires an additional extension of one (1) year to complete the solicitation and negotiation of a replacement contract; and

WHEREAS, Administration recommends that City Council (i) waive St. Petersburg City Code section 2-215(a) so that the term of the Agreement can be extended for one additional year through April 30, 2023, and (ii) approve a third amendment to the Agreement to increase the contract amount by \$95,000 and extend the term through April 30, 2023.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby waives section 2-215(a) of the St. Petersburg City Code so that the agreement with Gallagher Benefit Services, Inc. for employee benefit consulting services can be amended to extend the term for one additional year, which will exceed the initial term and renewal terms set forth in the solicitation document.

BE IT FURTHER RESOLVED that a third amendment to the Agreement to increase the allocation by \$95,000 and extend the term through April 30, 2023 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:

/s/ Sharon Michnowicz

City Attorney (designee)

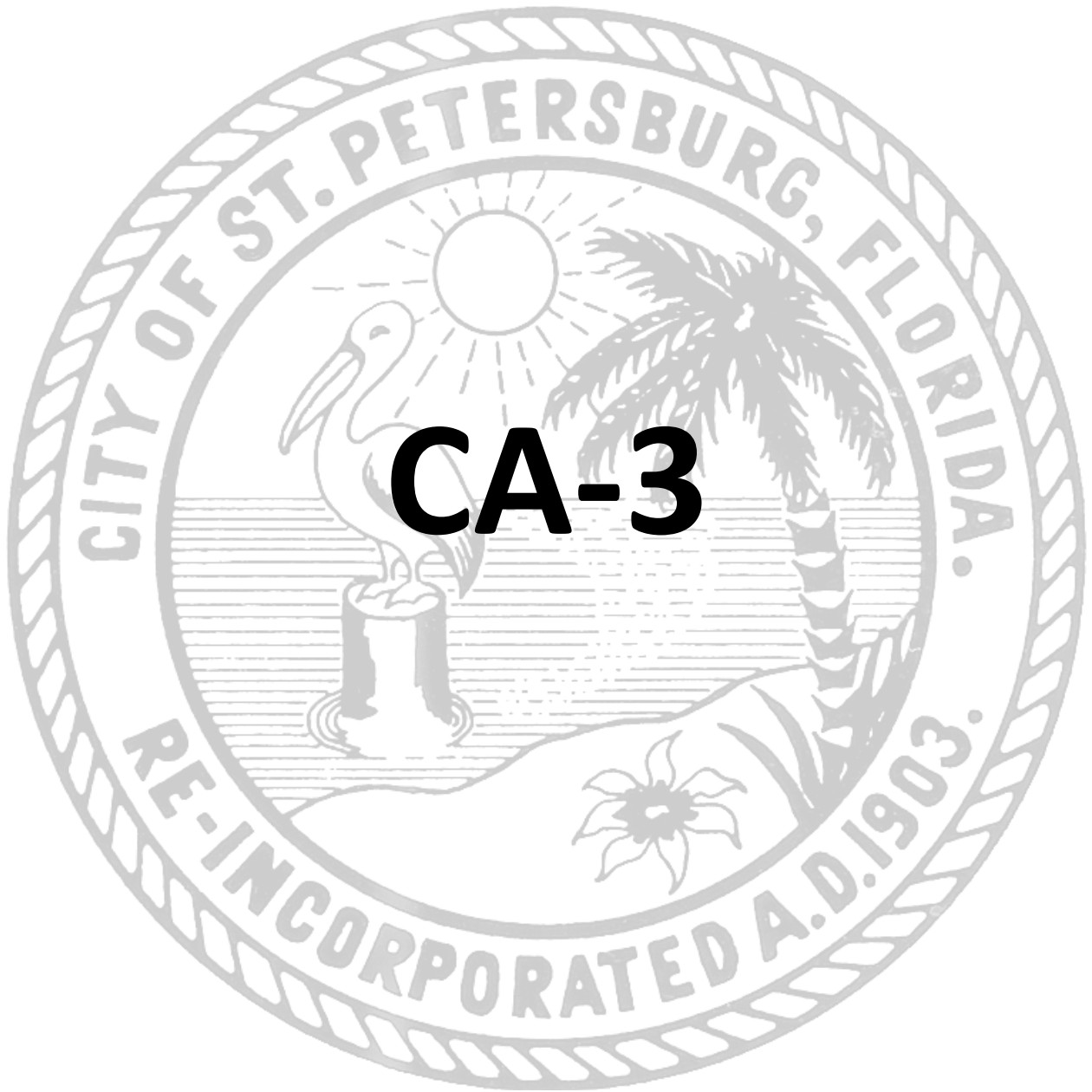
00603362

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142820
Name:	Pocengal, Nicholas W	Request Date:	05-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Revised,Consulting,EmployeeBenefits Jan 20 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Revised, Consulting, Employee Benefits, scheduled to go before City Council on January 20, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	05-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	06-JAN-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	06-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Resolution approving the plat of Lila Thomas, generally located at 6329 Dr. Martin Luther King Jr. Street North
Please scroll down to view the backup material.



CA-3



SAINT PETERSBURG CITY COUNCIL

Meeting of January 20, 2022

TO: **THE HONORABLE GINA DRISCOLL, CHAIR, AND MEMBERS OF CITY COUNCIL**

SUBJECT: Resolution approving the plat of Lila Thomas, generally located at 6329 Dr. Martin Luther King Jr. Street North. (City File: DRC 21-20000008)

RECOMMENDATION: The Administration recommends **APPROVAL**.

DISCUSSION: The applicant is requesting approval of a plat to create two (2) platted lots. The land previously consisted of a portion of one (1) platted lot. The plat is required in order to assemble the lots for redevelopment of the property which is zoned Corridor Commercial Suburban (CCS-1).

The language in Condition 1 notes that certain conditions must be met prior to a Certificate of Occupancy.

Attachments: Map, Resolution, Engineering Memorandum dated December 14, 2021

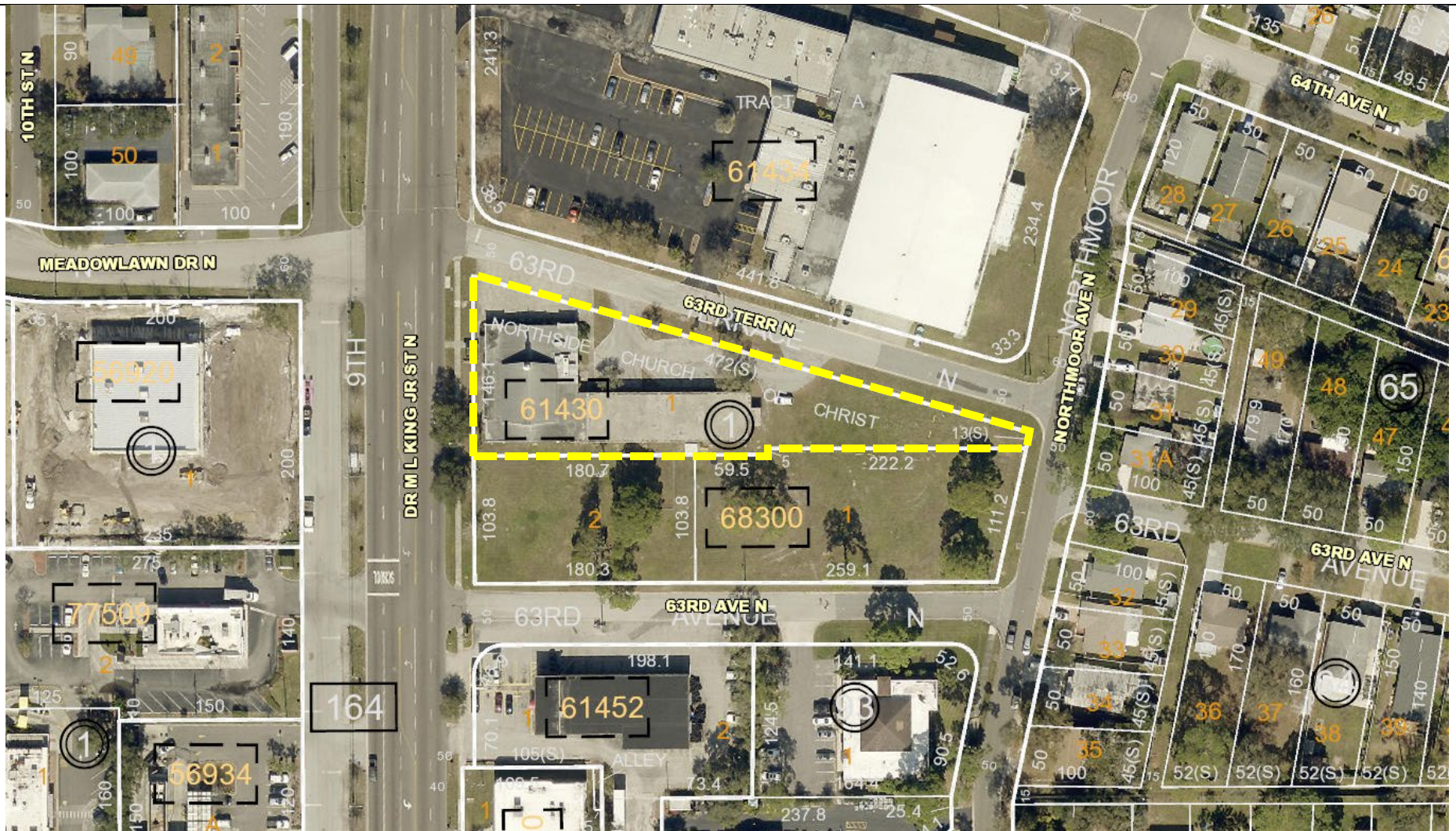
Reviewed and Approved by (signature and date):

Administrative: Elizabeth Abernethy for Joe Zeoli

ERA

Budget: N/A

Legal: *Chris Brown*



Project Location Map
 City of St. Petersburg, Florida
 Planning and Development Services
 Department
 Case No.: 21-20000008
 Address: 6329 DR. ML KING JR ST N

N ↑
 (not to scale)

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PLAT OF LILA THOMAS, GENERALLY LOCATED 6329 DR. MARTIN LUTHER KING JR. STREET NORTH; SETTING FORTH CONDITIONS FOR APPROVAL; AND PROVIDING AN EFFECTIVE DATE. (City File 21-20000008)

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the plat of Lila Thomas, generally located 6329 Dr. Martin Luther King Jr. Street North, is hereby approved, subject to the following conditions.

1. Comply with Engineering conditions in the memorandum dated December 14, 2021, prior to Certificate of Occupancy.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT:

/s/ Elizabeth Abernethy

Planning & Development Services Dept.

Date



City Attorney (Designee)

1/5/2022

Date

LILA THOMAS PLAT

A REPLAT OF A PORTION OF LOT 1, BLOCK 1, NORTH ST. PETERSBURG BLOCK 94
REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK
65, PAGE 14, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LYING IN THE NORTH 1/2 OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

PROPERTY DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF LOT 2, PENELOPE PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGES 106 AND 107 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND RUN THENCE N.00°13'22"W. ALONG THE WEST LINE OF LOT 1, BLOCK 1, NORTH ST. PETERSBURG BLOCK 94 REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 14 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 146.60 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1, BLOCK 1; THENCE RUN S.74°00'47"E. ALONG SAID NORTHERLY LINE A DISTANCE OF 483.54 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 1; THENCE RUN S.11°43'32"W. ALONG SAID EAST LINE A DISTANCE OF 8.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 OF PENELOPE PLAT; THENCE RUN N.90°00'00"W. ALONG THE NORTH LINE OF SAID LOT 1 OF PENELOPE PLAT A DISTANCE OF 222.21 FEET; THENCE RUN S.00°00'00"E. 5.00 FEET; THENCE RUN N.90°00'00"W. ALONG SAID NORTH LINE OF LOTS 1 AND 2 OF PENELOPE PLAT A DISTANCE OF 240.31 FEET TO THE AFORESAID NORTHWEST CORNER OF LOT 2 AND THE POINT OF BEGINNING.

DEDICATION:

THE UNDERSIGNED ENTITY HEREBY CERTIFIES THAT IT IS THE OWNER OF THE ABOVE DESCRIBED PROPERTY, WHICH PROPERTY IS HEREBY PLATTED AS **LILA THOMAS PLAT**, AND THAT NO PUBLIC UTILITY EASEMENTS OR RIGHTS-OF-WAY ARE BEING DEDICATED BY THIS PLAT.

63RD AVENUE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY
BY: STEPHEN R. GERLACH INC., A FLORIDA CORPORATION, AUTHORIZED MEMBER

BY: _____
STEPHEN R. GERLACH, PRESIDENT

WITNESS' SIGNATURE

WITNESS' SIGNATURE

WITNESS' PRINTED NAME

WITNESS' PRINTED NAME

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2022.
BY STEPHEN R. GERLACH, PRESIDENT OF STEPHEN R. GERLACH INC., A FLORIDA CORPORATION, AUTHORIZED MEMBER FOR 63RD AVENUE DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME OF NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

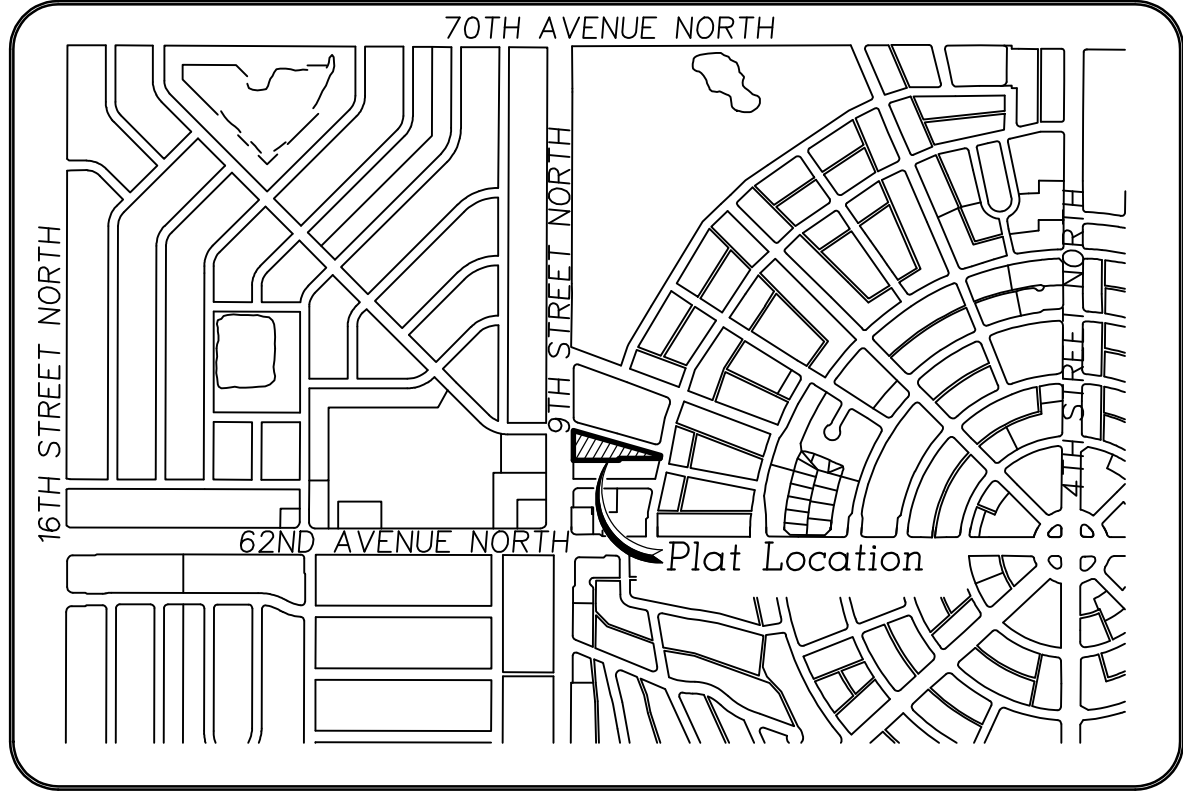
PERSONALLY KNOWN OR PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED: _____

SURVEYOR'S CERTIFICATE:

I, JOHN O. BRENDLA, OF JOHN C. BRENDLA & ASSOCIATES, INC., MAKER OF THIS PLAT, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT IS A CORRECT REPRESENTATION OF THE LANDS PLATTED AND THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES, AND I FURTHER CERTIFY THAT THIS PLAT MEETS ALL MATERIAL IN COMPOSITION REQUIRED BY FLORIDA STATUTE 177.091, AND THAT ON THE 11TH DAY OF AUGUST, 2021, THE PERMANENT REFERENCE MONUMENTS (PRMS) WERE PLACED AS SHOWN HEREON, AS REQUIRED BY LAW. SIGNED ON THIS _____ DAY OF _____, 2022.

JOHN O. BRENDLA, REGISTERED LAND SURVEYOR
STATE OF FLORIDA, LICENSED LAND SURVEYOR NO. 4601
(LICENSED BUSINESS NO. 760)



Vicinity Map
NOT TO SCALE

CERTIFICATE OF APPROVAL OF THE CITY SURVEYOR:

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

TIMOTHY R. COLLINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6882

DATE

CERTIFICATE OF APPROVAL BY CITY OF ST. PETERSBURG:

STATE OF FLORIDA
COUNTY OF PINELLAS

APPROVED FOR THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2021; PROVIDED THAT THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, WITHIN SIX (6) MONTHS FROM THE DATE OF THE MAYOR'S APPROVAL.

MAYOR

APPROVED BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D. 2022.

COUNCIL CHAIR

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

STATE OF FLORIDA
COUNTY OF PINELLAS

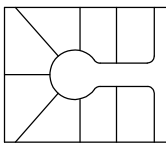
I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF THE STATE OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, 2022 AT _____

ATTEST: KEN BURKE,
CLERK OF PINELLAS COUNTY, FLORIDA

BY: _____
DEPUTY CLERK (SIGNATURE) (PRINTED NAME)

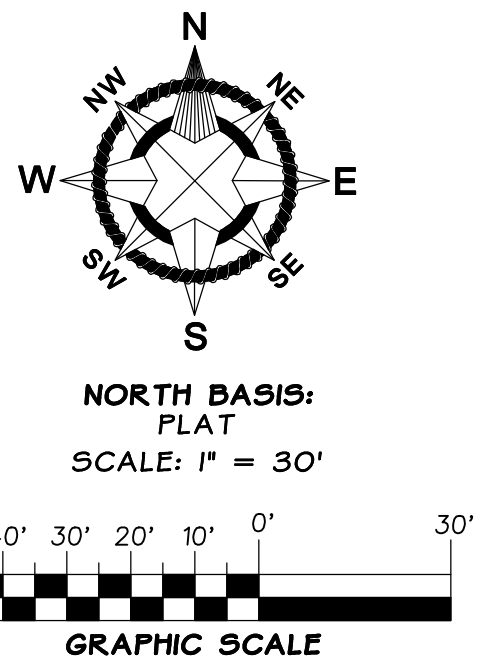
JOHN C. BRENDLA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers

JCB
LB 760



4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932

"OVER HALF A CENTURY OF QUALITY LAND SURVEYING"



LILA THOMAS PLAT

A REPLAT OF A PORTION OF LOT 1, BLOCK 1, NORTH ST. PETERSBURG BLOCK 94
REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK
65, PAGE 14, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
LYING IN THE NORTH 1/2 OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 17 EAST
CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

STORMWATER NOTE:

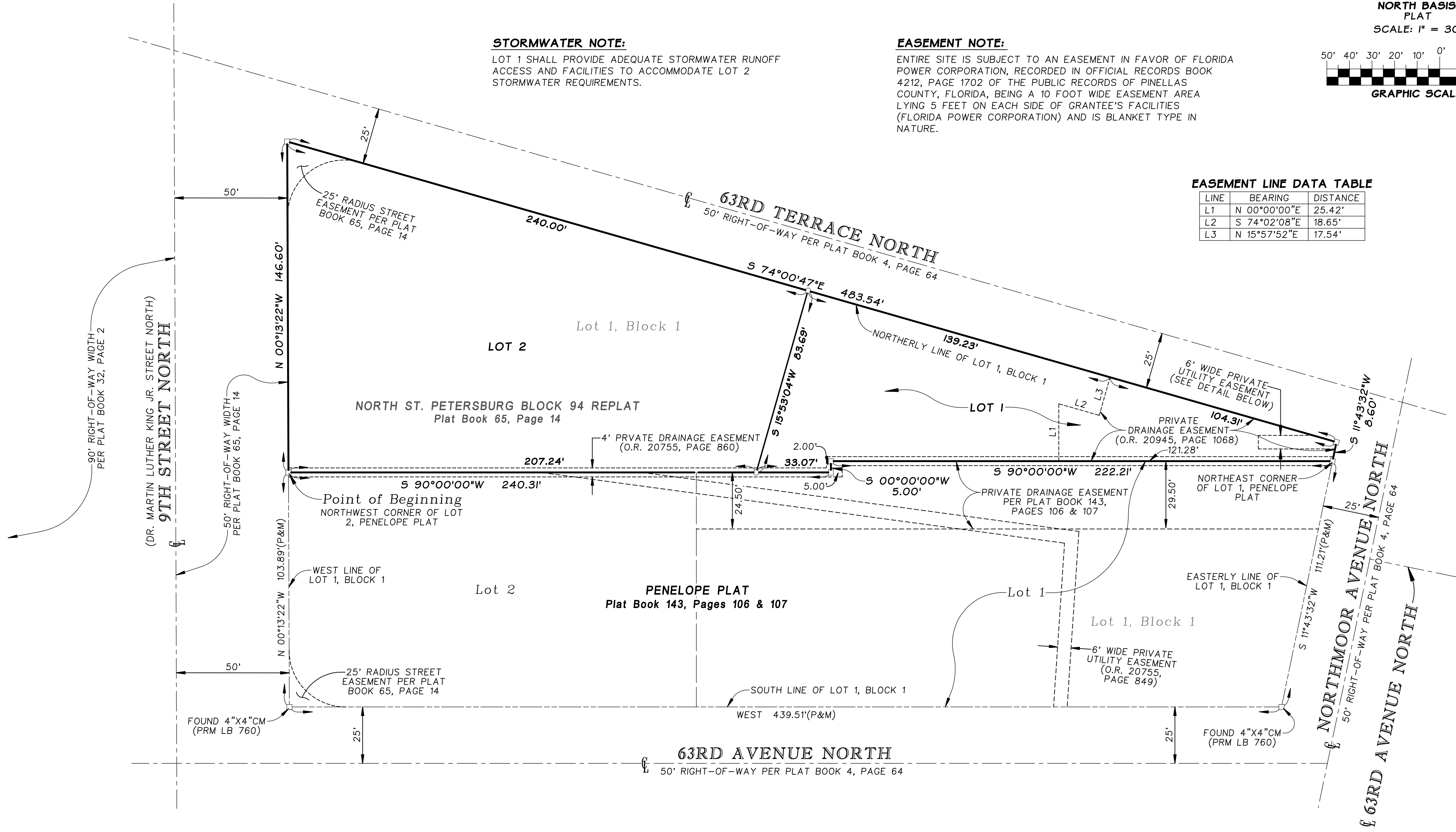
LOT 1 SHALL PROVIDE ADEQUATE STORMWATER RUNOFF
ACCESS AND FACILITIES TO ACCOMMODATE LOT 2
STORMWATER REQUIREMENTS.

EASEMENT NOTE:

ENTIRE SITE IS SUBJECT TO AN EASEMENT IN FAVOR OF FLORIDA
POWER CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK
4212, PAGE 1702 OF THE PUBLIC RECORDS OF PINELLAS
COUNTY, FLORIDA, BEING A 10 FOOT WIDE EASEMENT AREA
LYING 5 FEET ON EACH SIDE OF GRANTEE'S FACILITIES
(FLORIDA POWER CORPORATION) AND IS BLANKET TYPE IN
NATURE.

EASEMENT LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N 00°00'00"E	25.42'
L2	S 74°02'08"E	18.65'
L3	N 15°57'52"E	17.54'



SURVEYOR'S REPORT:

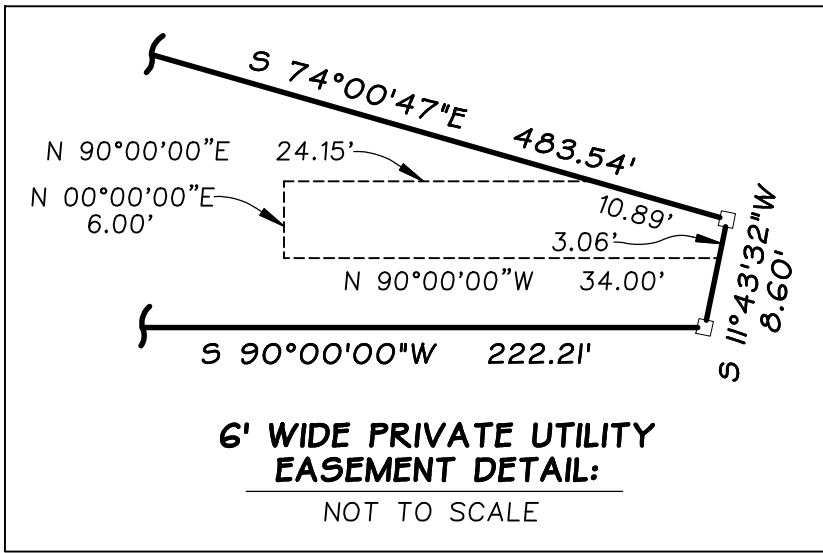
- BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF 63RD AVENUE NORTH AS BEING WEST, PER PLAT BOOK 143, PAGES 106-107.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

ABBREVIATIONS:

CL = CENTERLINE
CM = CONCRETE MONUMENT
IR = IRON ROD
LB = LICENSED BUSINESS
O.R. = OFFICIAL RECORDS
(P&M) = PLAT AND MEASURED
PRM = PERMANENT REFERENCE MONUMENT

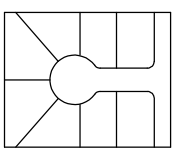
BOUNDARY CORNER SYMBOL LEGEND AND NOTES:

- = DENOTES SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 760" UNLESS OTHERWISE INDICATED.
- = DENOTES SET 5/8" IRON ROD WITH CAP MARKED "LB 760" IN FIELD ON AUGUST 11, 2021.



JOHN C. BRENDLA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers

JCB
LB 760



4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932

"OVER HALF A CENTURY OF QUALITY LAND SURVEYING"

**MEMORANDUM
CITY OF ST. PETERSBURG
ENGINEERING DEPARTMENT**

TO: Iris Winn, Administrative Clerk, Development Services
Jennifer Bryla, Zoning Official, Development Review Services
Scot Bolyard, Deputy Zoning Official, Planning & Development Services
FROM: Nancy Davis, ECID Plan Review & Permitting Supervisor
DATE: December 14, 2021
SUBJECT: Final Plat – Lila Thomas
FILE: 21-20000008 R2

LOCATION 6329 Dr ML King Jr St N
AND PIN: 31/30/17/61430/001/0010
ATLAS: G-9
REQUEST: Final Plat – Lila Thomas

The Engineering and Capital Improvements Department (ECID) has no objection to the proposed final plat provided the following special conditions and standard comments are added as conditions of approval.

SPECIAL CONDITIONS OF APPROVAL:

1. Sanitary sewer service is available to each proposed lot. Connection fees are applicable. The applicant or future developer must provide sanitary sewer service to each proposed subdivision lot. It is noted that proposed lot 2 is currently serviced by a private wastewater collection system which extends to the south through the adjacent Penelope Plat (within the private easement per Plat Book 143, pages 106 & 107) which connects to the public sanitary sewer main within 63rd Ave N. However proposed lot 1 does not appear to have legal access to the private collection system as the private easement does not extend to the boundary of proposed lot 1. Upon development of proposed lot 1, a connection to the public wastewater collection system located within the adjacent Northmoor Avenue will be required. An ECID right of way permit must be obtained prior to connection to the public sanitary sewer main. All design, permitting, and construction required to make connection to the public sanitary sewer shall be at the sole expense of the developer.

2. Wastewater reclamation plant and pipe system capacity will be verified prior to development or redevelopment permit issuance. Any necessary sanitary sewer pipe system upgrades or extensions (resulting from proposed new service or significant increase in projected flow) as required to provide connection to a public main of adequate capacity and condition, shall be performed by and at the sole expense of the applicant. Proposed design flows (ADF) must be provided by the Engineer of Record on the wastewater Concurrency Form (ECID Form Permit 005), available upon request from the City Engineering department, phone 727-893-7238. If an increase in flow of over 3000 gpd is proposed, the ADF information will be forwarded for a system analysis of public main sizes 10 inches and larger proposed to be used for connection. The project engineer of record must provide and include with the project plan submittal 1) a completed wastewater Concurrency Form, and 2) a capacity analysis of public mains less than 10 inches in size which are proposed to be used for connection. If the condition or capacity of the existing public main is found insufficient, the main must be upgraded to the nearest downstream manhole of adequate capacity and condition, by and at the sole expense of the developer. The extent or need for system improvements cannot be determined until proposed design flows and sanitary sewer connection plan are provided to the City for system analysis of main sizes 10" and larger. Connection charges are applicable and any necessary system upgrades or extensions shall meet current City Engineering Standards and Specifications and shall be performed by and at the sole expense of the developer.

3. Redevelopment within this subdivision plat will trigger compliance with the Drainage and Surface Water Management Regulations as found in City Code Section 16.40.030. At the time of construction, site redevelopment triggering compliance with drainage requirements will be required to submit drainage calculations which conform to the water quantity and the water quality requirements of City Code Section 16.40.030. Please note the volume of runoff to be treated shall include all off-site and on-site areas draining to and co-mingling with the runoff from that portion of the site which is redeveloped. Stormwater runoff release and retention shall be calculated using the Rational formula and a 10-year 1-hour design storm.

Stormwater systems which discharge directly or indirectly into impaired waters must provide net improvement for the pollutants that contribute to the water body's impairment. The BMPTrains model shall be used to verify compliance with Impaired Water Body and TMDL criteria. Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

4. Public sidewalks are required by City of St. Petersburg Municipal Code Section 16.40.140.4.2 unless specifically limited by the DRC approval conditions. Within the CCS zoning district, a 6-foot wide sidewalk is required within the eastern parkway of Dr. ML King Jr. St N and a minimum 4-foot wide sidewalk is required within the western parkway of Northmoor Avenue North. All sidewalks abutting the road curb shall be 6-feet wide.

Existing sidewalks and new sidewalks will require curb cut ramps for physically handicapped and truncated dome tactile surfaces (of contrasting color to the adjacent sidewalk, colonial red color preferred) at all corners or intersections with roadways that are not at sidewalk grade and at each side of proposed and existing driveways per current City and ADA requirements. Concrete sidewalks must be continuous through all driveway approaches. All existing public sidewalks must be restored or reconstructed as necessary to be brought up to good and safe ADA compliant condition prior to Certificate of Occupancy.

5. Please assure that the developer's design professional(s) coordinate with Duke Energy regarding any landscaping proposed under Duke's overhead transmission or distribution systems and prior to proceeding with future development of this site plan to assure that the design has provided adequate space for any Duke Energy equipment which may be required to be placed within the private property boundary to accommodate the building power needs. Early coordination is necessary to avoid additional expense and project delays which may occur if plans must be changed later in the building/site design stage as necessary to accommodate power systems on and off site. Please initiate contact via email to newconstruction@duke-energy.com.

6. A work permit issued by the City Engineering & Capital Improvements Department must be obtained prior to the commencement of construction within City controlled right-of-way or public easement. All work within right of way or public utility easement shall be in compliance with current City Engineering Standards and Specifications and shall be installed at the applicant's expense in accordance with the standards, specifications, and policies adopted by the City.

*Note that City Engineering Standard Details referenced in this review narrative are available on the City FTP site using the instructions below:

Using **File Explorer** path to:

<ftp://ftp2.stpete.org>

User Name = stpengrd
Password = 4Engreads

Path to the **Engineering** folder, then to the **_DeptTemplates_Standards** folder, and finally to the **City Standard Details Updated**.

-OR- alternatively City Standard Details and Standard forms may be obtained upon request by contacting the City Engineering department, phone 727-893-7238, or emailing Ljudmilla.Knezevic@stpete.org or Martha.Hegenbarth@stpete.org.

City infrastructure maps are available via email request to ECID@stpete.org. All City infrastructure adjacent to and within the site must be shown on the development project's construction plans.

STANDARD COMMENTS: Water service is available to the site. The applicant's Engineer shall coordinate potable water and /or fire service requirements through the City's Water Resources department. Recent fire flow test data shall be utilized by the site Engineer of Record for design of fire protection system(s) for this development. Any necessary system upgrades or extensions shall be performed at the expense of the developer.

Water and fire services and/or necessary backflow prevention devices shall be installed below ground in vaults per City Ordinance 1009-g (unless determined to be a high hazard application by the City's Water Resources department or a variance is granted by the City Water Resources department). Note that the City's Water Resources Department will require an exclusive easement for any meter or backflow device placed within private property boundaries. City forces shall install all public water service meters, backflow prevention devices, and/or fire services at the expense of the developer. Contact the City's Water Resources department, email WRD-UtilityReviewRequest@stpete.org. All portions of a private fire suppression system shall remain within the private property boundaries and shall not be located within the public right of way (i.e. post indicator valves, fire department connections, etc.).

Prior to approval of a plan, the owner's engineer of record shall verify that existing public infrastructure has sufficient capacity or will have sufficient capacity prior to issuance of a certificate of occupancy, to convey the drainage flow after considering the current and proposed infrastructure demand.

Plan and profile showing all paving, drainage, sanitary sewers, and water mains (seawalls if applicable) to be provided to the Engineering Department for review and coordination by the applicant's engineer for all construction proposed or contemplated within dedicated right of way or easement.

*Use of the public right of way for construction purposes shall include mill and overlay in full lane widths per City ECID standards and specifications.

Redevelopment within this site shall be coordinated as may be necessary to facilitate any City Capital Improvement projects in the vicinity of this site which occur during the time of construction.

Development plans shall include a grading plan to be submitted to the Engineering Department including street crown elevations. Lots shall be graded in such a manner that all surface drainage shall be in compliance with the City's stormwater management requirements. A grading plan showing the building site and proposed surface drainage shall be submitted to the engineering director.

Per land development code 16.40.140.4.6 (9), habitable floor elevations for commercial projects must be set per building code requirements, per City Floodplain Management regulations at the time of construction, and per current FEMA regulations. The construction site upon the lot shall be a minimum of one foot above

the average grade crown of the road, which crown elevation shall be as set by the engineering director. Adequate swales shall be provided on the lot in any case where filling obstructs the natural ground flow. In no case shall the elevation of the portion of the site where the building is located be less than an elevation of 103 feet according to City datum. *It is noted that meeting required building floor elevations often necessitates elevating existing public sidewalks. Please note that transitions to adjacent public sidewalks shall be smooth, consistent, and ADA compliant with maximum cross slope of 2% and maximum longitudinal slope of 5%. Ramps may only be used at driveways and intersections, not mid-block in the main sidewalk path.

Development plans shall include a copy of a Southwest Florida Water Management District Management of Surface Water Permit or Letter of Exemption or evidence of Engineer's Self Certification to FDEP.

It is the developer's responsibility to file a CGP Notice of Intent (NOI) (DEP form 62- 21.300(4)(b)) to the NPDES Stormwater Notices Center to obtain permit coverage if applicable.

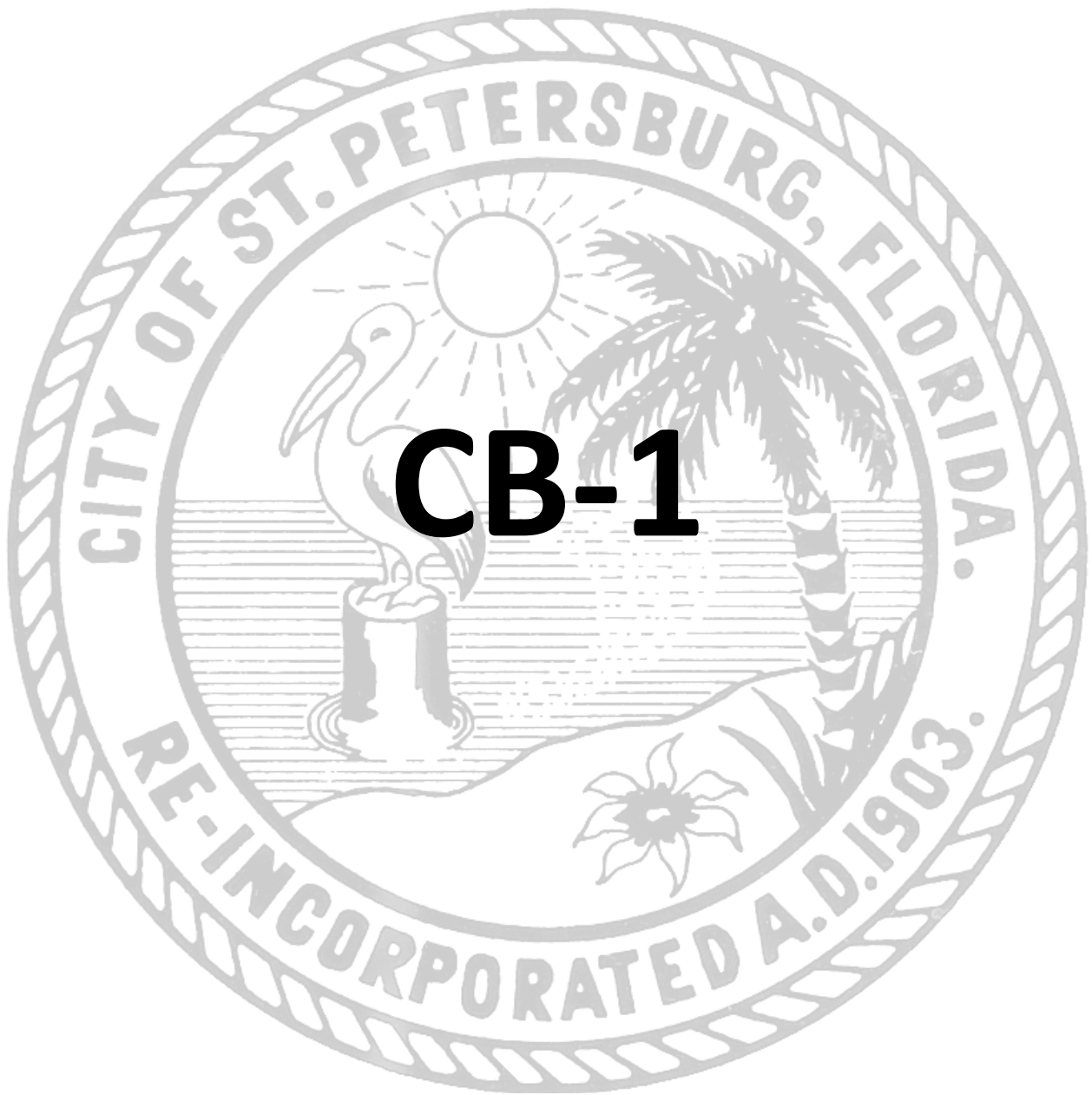
Submit a completed Stormwater Management Utility Data Form to the City Engineering Department.

The applicant will be required to submit to the Engineering Department copies of all permits from other regulatory agencies including but not limited to FDOT, FDEP, SWFWMD and Pinellas County, as required for this project. Plans specifications are subject to approval by the Florida state board of Health.

NED/MJR/meh

cc: Adam Iben - WRD

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Humana Insurance Company, for vision insurance, at an estimated annual premium of \$244,721. Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of January 20, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a proposal from Humana Insurance Company, for vision insurance, at an estimated annual premium of \$244,721.

Explanation: The Procurement and Supply Management Department received seven proposals for vision insurance. The seven proposals were received from:

#	<u>Offerors</u>
1	Aetna Health Inc
2	Avesis Third Party
3	Humana Insurance Company
4	Metropolitan Life Insurance Company
5	National Vision Administrators
6	United Healthcare Insurance Company
7	Vision Service Plan Insurance Co

The proposals were evaluated based on the following criteria:

- Qualifications, Experience, & Capacity
- Plan Design/Differences
- Plan Administration, Services, Guarantee
- Cost or Price

Proposals were reviewed and evaluated by Gallagher Benefits Consulting, Inc and then presented to the Human Resources Director, Benefits Manager, Benefits Supervisor, and Group Benefits Analyst.

The voluntary vision benefits to be provided are a High Option Plan and a Low Option Plan. Humana Medical Plan Inc offers a large provider network that offers 35% retail discount on frames in the Low Option Plan and a \$130 allowance plus 20% off the additional balance on the High Option Plan. The rates for both plans are guaranteed for 3 years.

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

Humana Insurance Company.....\$734,161
Three-years @\$244,721/year

Humana High Option Plan 1885 employees/retirees	\$688,203
--	-----------

Year 1	218,304
Year 2	229,219
Year 3	240,680

Humana Low Option Plan 908 employees/retirees	\$45,958
--	----------

Year 1	14,578
Year 2	15,307
Year 3	16,073

*assumes a 5% increase in enrollment each year

Humana Insurance Company, the highest ranked offeror, has met the requirements of RFP 8188, dated November 30, 2021. The company is headquartered in Louisville, Kentucky. They have been in business under this name since 1961, in business over 60 years, and are satisfactorily providing these services for the City of St. Petersburg. A blanket purchase agreement will be issued effective April 1, 2022, through March 31, 2025, with two, one-year renewal options by mutual agreement.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Health Insurance Fund (5121), Human Resources Department, Group Benefits Division (090-1177).

Attachments: Technical Evaluation (3 pages)
Resolution

Technical Evaluation 953-48 Insurance, Vision

Summary Work Statement

The City received eight proposals for RFP No. 8188 Insurance, Dental and Vision. The successful offeror shall provide group vision insurance coverage for active and retired employees and their eligible dependents who select coverage ("Members"). The City sought the most comprehensive coverage at the lowest, long-term cost. The City did not consider proposals from brokers.

Vision Insurance proposals were received from:

1. Aetna Health Inc (Aetna)
2. Avesis Third Party (Avesis)
3. Humana Insurance Company (Humana)
4. Metropolitan Life Insurance Company (Metlife)
5. National Vision Administrators (National)
6. United Healthcare Insurance Company ((UHI)
7. Vision Service Plan Insurance Co (Vision)

Evaluation Committee

Evaluation of the proposals was conducted by Gallagher Benefits Consulting, Inc

Evaluation Criteria

The proposals were evaluated based on the following criteria:

- Completeness and thoroughness of the proposal. All required information must be provided in the format specified
- The Offeror's understanding of the City's purpose, scope and objectives, including the solution's functionality and suitability to meet the City's need and quality of the Offeror's approach
- The Offeror's willingness to enter into a contract acceptable to the City and the number of exceptions taken to the City's terms and conditions.
- The low-cost Offeror may not necessarily be awarded the contract, however; one-time and recurring maintenance and support costs are an important evaluation criterion

Offerors' Profiles

Below is a profile of shortlisted offerors and a summary of the strengths and weaknesses of each.

Aetna was founded in 1853 and is headquartered in Hartford, CT. The firm has been in business for 168 years and employs 47,950 people.

Strengths include: Their vision services are available through online providers CVS.com, Lenscrafters.com, TargetOptical.com, Ray-Bay.com, Glasses.com and ContactsDirect.com; customer services hours are extended for the vision plan, and member satisfaction survey results were extremely positive.

Weaknesses include: There were no major weaknesses.

The proposal meets the City's requirements.

Avesis was founded in 1978 and is headquartered in Phoenix, AZ. The firm has been in business for 21 years and employs 50 people.

Strengths include: The contact lenses fitting fee does not count towards the contact lens allowance. Members can save up to 50% off the national average price of traditional LASIK eye surgery through this partnership, with member preferred pricing set at participating providers. They offer a complementary Hearing Services Plan for managing hearing care and obtaining discounted brand name hearing aids through a national network of preferred providers.

Weaknesses include: There were no major weaknesses.

The proposal meets the City's requirements.

Humana was founded in 1961 and is headquartered in Louisville, KY. The firm has been in business for 60 years and employs approximately 48,000 people.

Strengths include: They are the incumbent provider that allows for minimum disruption of services; the plan includes retinal imaging, polycarbonate lenses for children, LASIK and Photorefractive keratectomy (PRK) benefit and discounts, members can use allowance for contact, lens and frames in the same year, and safety glasses are available through LensCrafters or participating Pearle Vision providers.

Weaknesses include: There were no apparent weaknesses.

The proposal meets the City's requirements.

Metlife was founded in 1868 and is headquartered in New York. The firm has been in business for 153 years and employs approximately 49,000 people.

Strengths include: Their extended customer service hours; discount program that includes discounts on amounts over allowance for materials covered under the plan, as well as discounts on services and unlimited materials after the initial benefit is utilized.

Weaknesses include: Their proposal did not include diabetic eye care.

The proposal meets the City's requirements.

National Vision Administrators was founded in 1979 and is headquartered in Camp Hill, PA. The firm has been in business for 42 years and employs 11,781 people.

Strengths include: Their discounts that are available on Lasik, contact lenses, hearing and eyeglass lens coupons; contact fill is a discounted mail order contact lens replacement program, and they provide ongoing wellness articles that clients can share with their employees.

Weaknesses include: There were no apparent weaknesses.

The proposal meets the City's requirements.

United Healthcare was founded in 1977 and is headquartered in Hartford, CT. The firm has been in business for 44 years and employs more than 125,000 people.

Strengths include: They increased the contact lens allowance to \$150; LASIK services are offered at a discount through the relationship with QualSight, advocates for the vision plan are available to assist plan members Monday through Friday from 8:00 a.m. to 11:00 p.m.

Weaknesses include: There were no apparent weaknesses.

The proposal meets the City's requirements.

Vision Service Plan was founded in 1955 and is headquartered in Rancho Cordova, CA. The firm has been in business for 66 years and employs 120 people.

Strengths include: They offer access to Premier Program locations, members can receive an additional \$20 on select frames, savings on lenses and lens enhancements, rebates and free trial certificated on contact lenses and savings for LASIK surgery. They have provided performance guarantees.

Weaknesses include: There were no apparent weaknesses.

The proposal meets the City's requirements.

Recommendation for Award

On December 10, 2021, Gallagher Benefits Consulting, Inc presented their review to Human Resources Director, Benefits Manager, Benefits Supervisor and Group Benefits Analyst. Upon review it is recommended Humana Medical Plan Inc provide Vision Insurance coverage. The company has met the requirements of RFP No. 8188 and the offer was determined to be the most advantageous to the City, taking into consideration the cost and the evaluation criteria set forth in the RFP.

Humana Medical Plan Inc was selected for the following reasons:

- They are the incumbent vendor
- There would be no disruption of service
- Their extensive number of providers
- Their proposed rates for the plans

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH TWO ONE-YEAR RENEWAL OPTIONS TO HUMANA INSURANCE COMPANY FOR VISION INSURANCE PLANS AT AN ESTIMATED PREMIUM OF \$734,161 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8188 for vision insurance dated November 30, 2021; and

WHEREAS, the Procurement & Supply Management Department received seven (7) proposals in response to the RFP; and

WHEREAS, Humana has met the specifications, terms, and conditions of RFP No. 8188; and

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

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of a three-year agreement with two one-year renewal options to Humana Insurance Company for voluntary vision insurance at an estimated premium of \$734,161 for the initial term is hereby approved.

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


This Resolution shall become effective immediately upon its adoption.

Approved by:

/s/ Sharon Michnowicz

City Attorney (Designee)

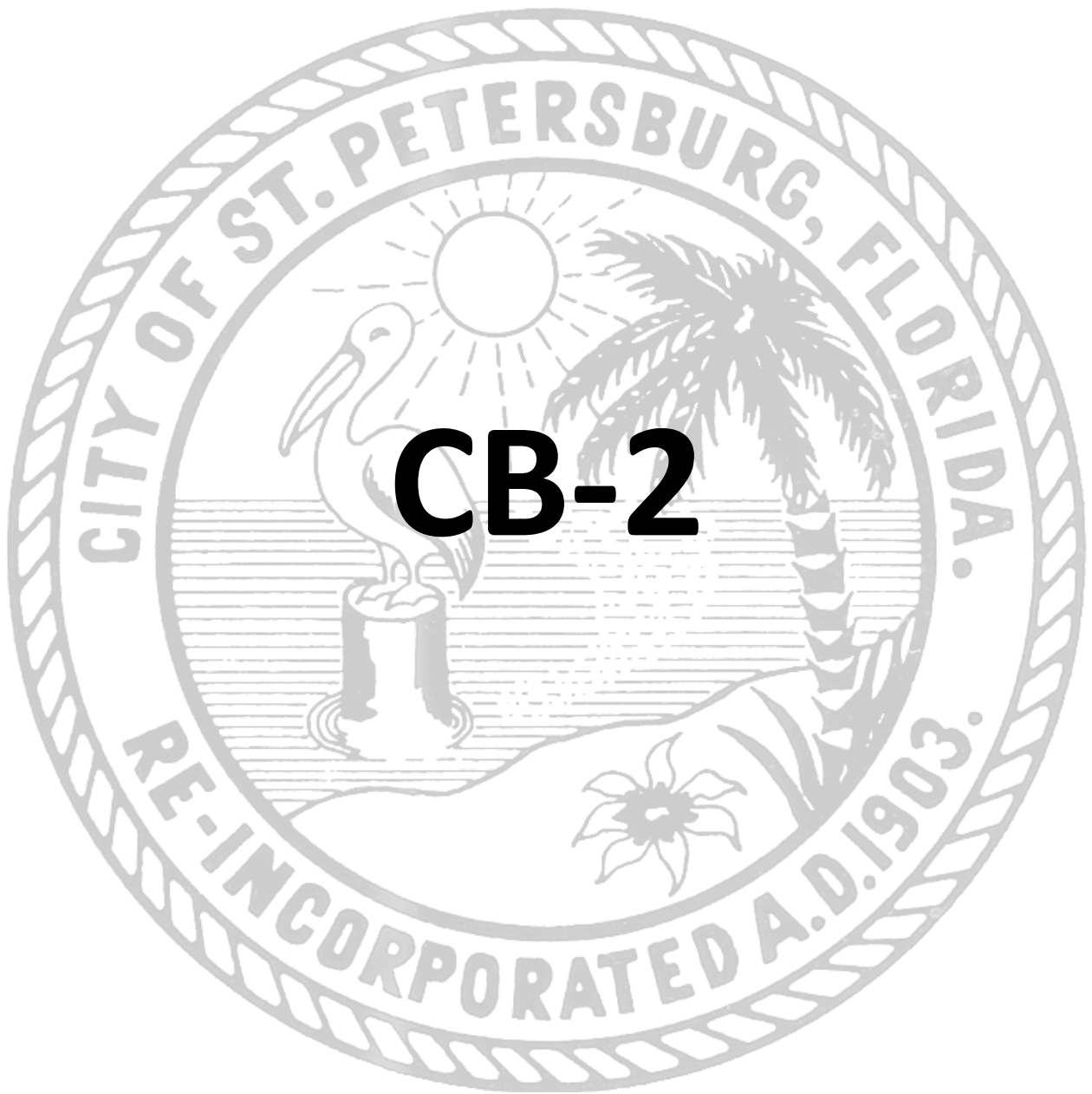
00602874

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142502
Name:	Pocengal, Nicholas W	Request Date:	04-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Insurance, Vision, January 20 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Insurance, Vision, scheduled to go before City Council on January 20, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	04-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	04-JAN-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	05-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from PC Solutions & Integration, Inc. for network infrastructure maintenance and support for the Department of Technology Services at a total cost of \$107,280.67.
Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of January 20, 2022

To: The Honorable Gina Driscoll, Chair, and Members of City Council

Subject: Accepting a proposal from PC Solutions & Integration, Inc. for network infrastructure maintenance and support for the Department of Technology Services at a total cost of \$107,280.67.

Explanation: The vendor is a reseller for the Palo Alto Next Generation firewall equipment which includes security protection at both the data center core and at the edge of the City's network. Over the last 18 months, the City has been replacing older, end-of-life Cisco firewalls with new firewalls from Palo Alto Networks, Inc., (the "OEM")_as part of an infrastructure modernization strategy to keep technology current in order to meet regulatory compliance standards and ensure City systems are secure from malicious threats. Remote City offices utilize the firewalls to connect the City main data centers for access to voice and data systems. This equipment will assist the City with its defense-in-depth strategy. In order to keep this equipment functioning properly, it is necessary for the City to maintain certain maintenance and support services provided by the OEM, including subscriptions to services that keep the supported equipment updated with current threat information (collectively, the "Services").

PC Solutions & Integration, Inc., ("PCS") is a technology reseller that has demonstrated performance in providing technology equipment and services to the City, and it has offered to facilitate provision of the Services by the OEM pursuant to the terms of a master agreement originally awarded by the state of Utah to another reseller, Carahsoft Technology Corp. ("Carahsoft"), and subsequently made available for piggybacking by the City pursuant to participating addenda executed by the Florida Division of Management Services under its Data Communications Products and Services portfolio (43230000-NASPO-16-ACS):

- State of Utah Cooperative Contract No. AR2472 with Carahsoft Technology Corp. dated October 13, 2016, (as incorporated and supplemented by the participating addendum executed by the State of Florida Division of Management Services dated July 31, 2017)

In its capacity as a "Fulfillment Partner" under the master agreement, PCS is authorized to facilitate provision of the Services pursuant to the terms of the applicable master agreement (and participating addendum) and to bill the City directly for those Services. Because the master agreement and participating addendum are with Carahsoft, the City will not have an agreement with the OEM but will, instead, have one or more agreements with PCS and Carahsoft, as resellers, and PCS and Carahsoft will guarantee performance of the Services by the OEM.

Accordingly, the Procurement and Supply Management Department, in cooperation with the Department of Technology Services, recommends that the City execute piggyback agreement(s) with PCS and Carahsoft under the terms of the applicable master agreement (as incorporated and supplemented by the applicable participating addendum executed by the State of Florida Division of Management Services) and authorize PCS, in its capacity as a Fulfillment Partner, to work through Carahsoft to facilitate the provision of the Services by the OEM:

Palo Alto Networks, Inc. (through PCS and Carahsoft)..... \$107,280.67

The applicable master agreement was entered into by the State of Utah pursuant to a request for proposals issued as solicitation no. CH16012 dated March 10, 2015. The Procurement and Supply Management Department has reviewed that solicitation and determined (i) that the master agreement was awarded on the basis of a competitive process substantially equivalent to the one specified in the City's Procurement Code and (ii) that it is in the best interest of the City to utilize the master agreement (as incorporated and supplemented by the participating addenda executed by the State of Florida Division of Management Services) for this project. Accordingly, this purchase is authorized pursuant to City Code subsection 2-219(b), which authorizes the City to utilize a contract of another government entity when those requirements are met.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011), Department of Technology Services, Network Support (850-2565).

Attachments: Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION REGARDING MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S FIREWALL EQUIPMENT BY THE MANUFACTURER, PALO ALTO NETWORKS, INC.; APPROVING AN AGREEMENT OR AGREEMENTS WITH PC SOLUTIONS & INTEGRATION, INC., AND CARAHSOFT TECHNOLOGY CORP. FOR THE PROVISION OF THOSE SERVICES THAT WOULD UTILIZE THE TERMS OF A MASTER AGREEMENT AWARDED BY THE STATE OF UTAH (AS INCORPORATED AND SUPPLEMENTED BY THE APPLICABLE PARTICIPATING ADDENDUM EXECUTED BY THE STATE OF FLORIDA DIVISION OF MANAGEMENT SERVICES) FOR A TOTAL COST NOT TO EXCEED \$107,281; AUTHORIZING EXECUTION OF DOCUMENTS TO EFFECTUATE THIS APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City uses firewall equipment manufactured by Palo Alto Networks, Inc., (the “**OEM**”) to protect various aspects of the City’s network infrastructure; and

WHEREAS, to ensure that such firewall equipment functions properly, it is necessary for the City to maintain certain maintenance and support services provided by the OEM, including subscriptions to services that keep the equipment updated with current threat information (collectively, the “**Services**”); and

WHEREAS, PC Solutions & Integration, Inc., (“**PCS**”) is a technology reseller that has offered to facilitate provision of the Services by the OEM over a one-year period, for a total cost not to exceed \$107,281; and

WHEREAS, PCS has proposed that the Services be provided pursuant to the terms of a master agreement awarded by the state of Utah to another reseller, Carahsoft Technology Corp. (“**Carahsoft**”), and subsequently made available for piggybacking by the City pursuant to a

participating addendum executed by the Florida Division of Management Services under its Data Communications Products and Services portfolio (43230000-NASPO-16-ACS); and

WHEREAS, the applicable master agreement is State of Utah Cooperative Contract No. AR2472 dated October 13, 2016, (as incorporated and supplemented by the participating addendum executed by the State of Florida Division of Management Services dated July 31, 2017) (collectively and as amended from time-to-time, the “**Master Agreement**”); and

WHEREAS, in its capacity as a “Fulfillment Partner” under the Master Agreement, PCS is authorized to facilitate provision of the Services pursuant to the terms of the Master Agreement and to bill the City directly for those Services; and

WHEREAS, City Code subsection 2-219(b) authorizes the City to utilize a contract of another government entity when it has been determined (i) that the contract was awarded on the basis of a competitive process substantially equivalent to the one specified in the City’s Procurement Code and (ii) that it is in the best interest of the City to utilize that contract; and

WHEREAS, the Master Agreement was entered into by the State of Utah pursuant to a request for proposals issued as solicitation no. CH16012 dated March 10, 2015; and

WHEREAS, after reviewing that solicitation, the Procurement and Supply Management Department has determined that the requirements of City Code subsection 2-219(b) have been met with respect to the Master Agreement and that the City is, therefore, authorized to establish a “piggyback” arrangement based on the Master Agreement; and

WHEREAS, that piggyback arrangement may take the form of a three-party agreement between the City, PCS, and Carahsoft or individual agreements between the City and PCS and Carahsoft, respectively; and


WHEREAS, the Procurement & Supply Management Department, in cooperation with the Department of Technology Services, has recommended that City Council approve this resolution to allow the execution of such agreement or agreements for a total cost not to exceed \$107,281.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Petersburg, Florida, hereby approves an agreement or agreements with PCS and Carahsoft, as more particularly described in the foregoing recitals.


BE IT FURTHER RESOLVED that the Mayor (or his designee) is hereby authorized to execute any document necessary to effectuate this transaction.

This resolution will become effective immediately upon adoption.

Approved as to form and content:



City Attorney (Designee)

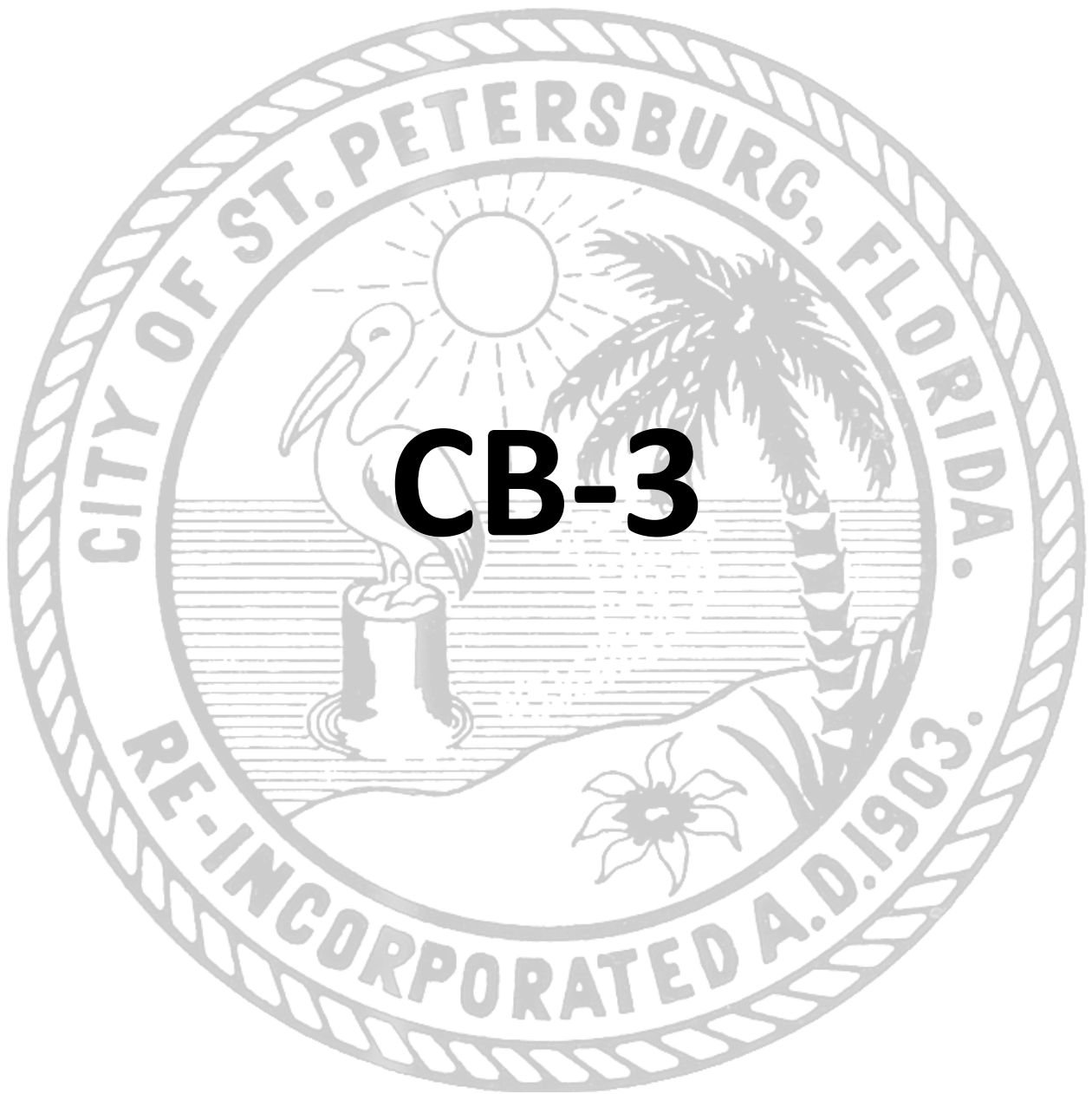
 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142989
Name:	Pocengal, Nicholas W	Request Date:	06-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Palo Alto Firewall Subscription, Jan 20 Council
Message:	Submitted for your approval, please find attached Consent Write-up for Software, Palo Alto Firewall Subscription, scheduled to go before City Council on January 20, 2022. Resolution currently in development and will be included on the finalized version when posted into City Clerk's Office Questys system. Should you have any questions, please contact me at extension 3387. Thank you.
Supporting Documentation:	Approval Request.pdf

	Approver	Completed By	Response	Response Date	Type
0	Pocengal, Nicholas W		SUBMITTED	06-JAN-2022	
1	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	06-JAN-2022	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	06-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-HDR(C) ("Task Order") to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. ("A/E") for A/E to provide additional project management, a kickoff meeting, coordination meetings, IW-4 and M-8 design, IW-4 and M-8 construction services and Envision coordination related to the NEWRF Underground Injection Well IW-4 Project in an amount not to exceed \$174,012.27; providing that the total Task Order amount, as amended, shall not exceed \$246,201.31 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date

Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 20, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-HDR(C) (“Task Order”) to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide additional project management, a kickoff meeting, coordination meetings, IW-4 and M-8 design, IW-4 and M-8 construction services and Envision coordination related to the NEWRF Underground Injection Well IW-4 Project in an amount not to exceed \$174,012.27; providing that the total Task Order amount, as amended, shall not exceed \$246,201.31 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

EXPLANATION: The Northeast Water Reclamation Facility has three existing deep injection wells that were constructed in 1977 and 1978. The new deep injection well will allow for additional capacity in the event an existing well is taken out of service for maintenance and will expand the volume of water that can be disposed during wet weather events. A preliminary design was completed by HDR under Task Order 20-03-HDR/UIW(C).

The City’s Construction Manager at Risk (Wharton-Smith) will be conducting a series of improvements at the NEWRF. These improvements will be designed by the following A/Es:

- *Injection Well Piping – To be completed by HDR Engineering, Inc. (Current Requested Approval)*
- *Injection Well (IW-4) – To be completed by ASRus, LLC.*
- *Electrical Distribution System Improvements – To be completed by Black & Veatch, Inc.*
- *Distribution Pump Replacement – To be completed by Cardno, Inc.*

For this Amendment No. 1 to the Task Order, the A/E will provide design services, Envision coordination, and services during construction for the IW-4 wellhead, the wellhead that will connect to IW-4, the M-8 wellhead, and the purge piping for M-8 sampling. The A/E will coordinate with ASRus, LLC. who is assisting the City with the subsurface IW-4 and M-8 drilling under a separate Task Order. Under this task order, the A/E will also coordinate with the team of consultants and CMAR for Envision related tasks.

A portion of this project will be implemented as a design/bid/build process in conjunction with the well design/bid/build with another portion to be completed by the CMAR.

On December 1, 2020, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for underground injection wells and monitoring wells systems projects.

On July 8, 2021, Administration approved Task Order No. 20-03-HDR/UW(C) in the amount of \$72,189.04 which provided for professional engineering services including but not limited to project management, coordination, kickoff meeting; basis of design report and 30% design package; and design team coordination meetings.

Amendment No. 1 to Task Order No. 20-03-HDR(C) in the amount of \$174,012.27 shall provide professional engineering services including but not limited to project management and kickoff meeting, coordination meetings, IW-4 and M-8 design. This Amendment includes a \$5,000.00 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 20-03-HDR(C) and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

Task Order	Project Management, Coordination, and Kickoff Meeting	\$14,722.39	(Approved)
	Basis of Design Report and 30% Design Package	\$50,844.53	(Approved)
	Design Team Coordination Meetings	\$ 5,622.12	(Approved)
	Allowance	\$ 1,000.00	(Approved)
Amendment No. 1	Project Management and Kickoff Meeting	\$17,493.70	(New)
	Coordination Meetings	\$11,274.33	(New)
	IW-4 and M-8 Design	\$63,824.69	(New)
	IW-4 and M-8 Construction Services	\$36,894.05	(New)
	Envision Coordination	\$39,525.50	(New)
	Allowance	\$ 5,000.00	(New)
Total		\$246,201.31	

A portion of the contractor costs for the wellhead design will be provided to Council for approval as a separate Agreement in conjunction with the well drilling costs. Another portion of the contractor costs for the wellhead design will be provided to Council for approval under the CMAR contract.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-HDR(C) (“Task Order”) to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide additional project management, a kickoff meeting, coordination meetings, IW-4 and M-8 design, IW-4 and M-8 construction services and Envision coordination related to the NEWRF Underground Injection Well IW-4 Project in an amount not to exceed \$174,012.27; providing that the total Task Order amount, as amended, shall not exceed \$246,201.31 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE New Injection Well FY21 Project (18298).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 20-03-HDR(C)

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 20-03-HDR(C) (“TASK ORDER”) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 1, 2020 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HDR ENGINEERING, INC. (“A/E”) FOR A/E TO PROVIDE ADDITIONAL PROJECT MANAGEMENT, A KICKOFF MEETING, COORDINATION MEETINGS, IW-4 AND M-8 DESIGN, IW-4 AND M-8 CONSTRUCTION SERVICES AND ENVISION COORDINATION RELATED TO THE NEWRF UNDERGROUND INJECTION WELL IW-4 PROJECT IN AN AMOUNT NOT TO EXCEED \$174,012.27; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED \$246,201.31 (ECID PROJECT NO. 21071-111; ORACLE NO. 18298); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and HDR Engineering, Inc. (“A/E”) entered into an architect/engineering agreement (“Agreement”) on December 1, 2020 for A/E to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects; and

WHEREAS, on July 8, 2021, Administration approved Task Order No. 20-03-HDR/UW(C) (“Task Order”) for A/E to provide (i) project management, coordination and a kickoff meeting, (ii) a basis of design report and 30% design package, and (iii) design team coordination meetings related to the NEWRF Underground Injection Well IW-4 Project (“Project”) in an amount not to exceed \$72,189.04, which amount included a \$1,000 allowance; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for A/E to provide additional project management, a kickoff meeting, coordination meetings, IW-4 and M-8 design, IW-4 and M-8 construction services and Envision coordination related to the Project in an amount not to exceed \$174,012.27, which amount includes a \$5,000 allowance.

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 Amendment No. 1 to Task Order No. 20-03-HDR(C) to the architect/engineering agreement dated December 1, 2020 between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide additional project management, a kickoff meeting, coordination meetings, IW-4 and M-8 design,

IW-4 and M-8 construction services and Envision coordination related to the NEWRF Underground Injection Well IW-4 Project in an amount not to exceed \$174,012.27.

BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed \$246,204.31.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee)

00600841

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: January 13, 2022

TO: The Honorable Gina Driscoll, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: HDR Engineering, Inc.
Amendment No. 1 to Task Order No. 20-03-HDR/UIW(C) in the amount of \$173,012.77

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

1. Summary of Reasons for Selection

The project involves design, bidding and construction of a wellhead for a deep injection well.

HDR Engineering, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements in 2016, is familiar with the City Standards and has significant experience in the design, permitting and construction phase activities of deep injection wells.

HDR Engineering, Inc. has satisfactorily completed the preliminary design for Deep Injection Well IW04. This work is a continuation of the preliminary design.

This is the first amendment to the third Task Order issued under the 2020 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
HDR Engineering, Inc.
Miscellaneous Professional Services for Underground Injection Wells
A/E Agreement Effective - December 1, 2020
A/E Agreement Expiration - November 30, 2024

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	WRD	Monitoring Wells Abandonments	03/10/21	34,905.68
02	WRD	Acidization Plan and Specification Development	03/20/21	35,466.25
03	21071-111	NEWRF Deep Injection Well IW--4 Amendment No. 1	07/08/21 Pending	71,189.01
			Total:	141,560.94

AMENDMENT NO. 1 TO TASK ORDER NO. 20-03-HDR/UIW(C)
NEWRF DEEP INJECTION WELL IW-4
UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS
CITY PROJECT NO. 21071-111

This Amendment No. 1 to Task Order No. 20-03-HDR/UIW(C) is made and entered into this _____ day of _____, 2021, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS PROJECTS dated December 1, 2020 ("Agreement") between HDR Engineering, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The City has plans to add injection well capacity at the Northeast Water Reclamation Facility (NEWRF) to achieve redundancy and increase maximum injection capacity for extreme wet weather flow management at the NEWRF. A Class I Well Construction and Testing Permit has been issued for Injection Well No. 4 (IW-4) and monitor well M-8 at the NEWRF.

The A/E was authorized to develop the BODR and 30% Design including conceptual design drawings and Class IV Cost Estimate per the Association for the Advancement of Cost Engineering International (AACEI) for connecting IW-4 to the Distribution Pump Station and discharge piping being designed by others.

For this Amendment No. 1 to the Task Order, the A/E will provide design services, Envision coordination, and services during construction for the IW-4 wellhead, the wellheader that will connect to IW-4, the M-8 wellhead, and the purge piping for M-8 sampling. The A/E will coordinate with ASRus, LLC. who is assisting the City with the subsurface IW-4 and M-8 drilling under a separate Task Order.

II. SCOPE OF SERVICES

Task 1 – Project Management and Kickoff Meeting - Amended Services

The A/E will monitor the scope, schedule and budget as well as provide monthly status reporting, accounting, and invoicing. The A/E will also be responsible for communication with the City on project development and necessary input from the City for decisions.

The A/E will perform a design phase kickoff meeting with City Staff to review the project goals and objectives, basis of design, and criteria pursuant to the Envision framework. This meeting is anticipated to last up to 2 hours. Up to 3 members of the A/E Team will attend. The A/E will prepare meeting notes for distribution to the City.

Task 3 – Coordination Meetings – Amended Services (Time and Materials)

This task will include the A/E's virtual meetings with the broader NEWRF design team and Construction Manager At-Risk (CMAR) to align IW-4 design and construction with overall project and Envision requirements. The A/E will coordinate with the team of Consultants and CMAR who are actively designing other infrastructure at the NEWRF. Coordination will include equipment needs, tie-in points for new infrastructure, specifications, construction staging, and construction sequencing.

The A/E will attend up to eight (8) additional coordination meetings with the City and team of Consultants and CMAR who are actively designing other facilities at the NEWRF. The City will inform the A/E as to the meeting schedule and when attendance is required.

Task 4 – IW-4 and M-8 Design – Additional Services

Final Design for CMAR and Drilling Contractor construction is to be completed with 90% and 100% milestones under this task. One design package will be developed for the Drilling Contractor for infrastructure to complete the wellhead for IW-4 and M-8. One design package will be developed for the CMAR to complete the remaining wellheader for IW-4 and purge piping for M-8.

This design assumes that no elevated platform or stairway is required for IW-4 equipment access. Constructing the vulnerable mechanical and electrical equipment a minimum of 2 feet above the base flood elevation will be performed (likely by placing fill dirt) to level the IW-4 wellheader pad and proper grading for mowing. This design also assumes that all stormwater ponds will be protected and not altered by the CMAR and Drilling Contractor.

The A/E will prepare 90% design documents, inclusive of drawings, draft specifications, and standard details. The A/E will prepare an estimate of probable construction cost for the Drilling Contractor design package. The drawings will be developed in 3D and provided to the CMAR in a format that they can use in developing an overall BIM model for the project. The 90% drawings will develop draft versions of the specific design details for the civil, mechanical, electrical, I&C and structural elements of the project. It is assumed that there are up to 15 drawing sheets in the CMAR package, up to 3 drawing sheets in the Drilling Contractor package, and all specifications will be included within the design drawings rather than as stand-alone documents.

The A/E will review and adopt specifications, as applicable, from the design packages being currently designed by others for the Distribution Pump Station and the site Electrical Upgrades.

MC² will perform geotechnical services to support design of the IW-4 pad. MC² will perform two Standard Penetration Test boring to a depth of 30 ft below land surface to identify soil properties and to perform laboratory testing on soil samples. Geotechnical engineering recommendations will be provided, including soil parameters to assist with the design of the injection well pad, site preparation recommendations, calculated bearing capacity of

the in-situ soils, and anticipated settlement. MC2 will provide a geotechnical report including a boring log, soils classifications, and applicable geotechnical parameters for design of the wellhead pad.

The A/E will submit a draft 90% submittal to the City for review. A workshop will be held between representatives of the A/E and City two one (2) week after the City has received and reviewed the design documents. The City will have two (2) weeks following the workshop to provide written comments to the A/E. After final acceptance by the City, all of the design approaches will be finalized.

After the CMAR receives the 90% design package associated with their scope of construction, the A/E will review their construction cost estimate and provide comments to the City.

The A/E will prepare 100% design documents, inclusive of drawings, specifications, and standard details. The A/E will prepare an estimate of probable construction cost for the Drilling Contractor design package. The 100% documents will complete final specific design details for the civil, mechanical, electrical, I&C and structural elements of the project for use by the CMAR and Drilling Contractor.

After the CMAR receives the 100% design package associated with their scope of construction, the A/E will review their construction cost estimate and provide comments to the City.

Task 5 – IW-4 and M-8 Construction Services – Additional Services (Time and Materials)

The A/E will perform limited services during construction to support the City, Drilling Contractor, and CMAR. The A/E will review up to 4 requests for information, up to 2 change order requests, and up to 12 shop drawings in total between the CMAR and the Drilling Contractor.

The A/E will attend up to 16 bi-weekly construction progress meetings to address coordination needs with the City, Drilling Contractor, and CMAR.

The A/E will attend a substantial completion site visit and assist the City with developing a punch list for the Drilling Contractor. Once the Drilling Contractor has indicated completion of the punch list, the A/E will attend a final walkthrough with the City.

The A/E will attend a substantial completion site visit and assist the City with developing a punch list for the CMAR. Once the CMAR has indicated completion of the punch list, the A/E will attend a final walkthrough with the City.

The A/E will develop record drawings solely from red lines generated by the Drilling Contractor and CMAR on the 100% design drawings developed under Task 4.

Task 6 – Envision Coordination (Time and Materials)

The A/E will coordinate with the team of Consultants and CMAR who are actively designing other infrastructure at the NEWRF for Envision related tasks. Coordination will include the following:

- The A/E will attend up to 12 virtual Envision coordination meetings with the team.
- The A/E will also contribute supplemental information to up to 25 credits within the Envision credit package being developed by others.
- For Envision-related requirements within contractor specifications not being adopted from documents developed by others, the A/E will incorporate guidance within the drawings to align with overall project Envision requirements.
- The A/E will create an Envision construction item checklist to monitor and collect required information during construction.
- The A/E will provide contractor oversight for activities related to the seven Envision credits that have been deemed pending (requiring a post-construction submittal). Activities would include verifying the contractor(s) is submitting required information, as outlined in the specifications; calculating totals/percentages when needed; and contributing information for the post-construction submittal package that will be developed by others.

This task will be billed on a time and materials basis.

III. SCHEDULE

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

	Number of Days from NTP
Task 1 - Kickoff Meeting	14
Task 3 - Coordination Meetings	TBD
Task 4 - 90% IW-4 and M-8 Design, Cost Estimate, Pay Items List, Bid Form	104
Task 4 - City Review Meeting and Comment Receipt	134
Task 4 - 100% IW-4 and M-8 Design, Cost Estimate, Pay Items List, Bid Form	170
Task 5 - Services During Construction	Project Construction Duration
Task6 - Envision Coordination	Project Duration

IV. A/E'S RESPONSIBILITIES

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

V. CITY'S RESPONSIBILITIES

The City will provide survey information in a timely manner.

The City will schedule coordination meetings with the broader project team.

VI. DELIVERABLES

Task 1 – Kick-off meeting summary notes

Task 4 – 90% Drawing Package for CMAR, 90% Drawing Package for Drilling Contractor with Estimate of Probable Construction Cost in PDF and 5 hard copies in 11x17

Task 4 – Review Comments of CMAR 90% Cost Estimate in PDF

Task 4 – 100% Drawing Package for CMAR Signed and Sealed, 100% Drawing Package for Drilling Contractor Signed and Sealed with Estimate of Probable Construction Cost in PDF and 5 hard copies in 11x17

Task 4 – Review Comments of CMAR 100% Cost Estimate in PDF

Task 5 – Limited Construction Administration – Bid review, submittal reviews, contribution to Post-Construction Envision submittal, change order reviews, RFI reviews, Record Drawings.

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of **\$71,189.04** under the original Task Order for Tasks 1 through 3 (a separate additional Allowance of **\$1,000** was approved but not authorized).

For this Amendment No. 1, the City shall compensate the A/E the lump sum amount of **\$81,318.38** for amended services to Task 1 and additional Task 4. The City shall also compensate the A/E up to the amount of **\$87,693.89** for amended Task 3, and additional Tasks 5 and 6, on a time and materials basis. The total for all tasks is **\$169,012.27**.

This Amendment establishes an additional allowance in the amount of **\$4,000** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Amendment No. 1 to Task Order.

The total amount for Amendment No. 1 to the Task Order (including owner's allowance) is **\$173,012.77** per Attachment 1 to Appendix A.

The total Task Order amount including Amendment No. 1 shall not exceed **\$245,201.31**.

VIII. PROJECT TEAM

Prime Consultant – HDR Engineering, Inc.
Geotechnical Subcontractor – MC², Inc.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order No. 20-03-HDR/UIW(C) and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order No. 20-03-HDR/UIW(C) to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Chandrahasa Srinivasa
City Clerk

By: _____
Brejesh Prayman, P.E., Director
Engineering & Capital Improvements

(SEAL)

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)

HDR Engineering, Inc.
(Company Name)

By: 
(Authorized Signatory)

Jennifer Erin Hunt, Sr Vice President
(Printed Name and Title)

Date: November 1, 2021

WITNESSES:

By: 
(Signature)

Michelle J Pardo
(Printed Name)

By: 
(Signature)

Jennifer L. Custer
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
NEWRF Deep Injection Well IW-4
30% Design and BODR
City Project No. 21071-111

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Company Officer	Eng V/Sci V	Hydrogeologists IV	Eng III/Sci III	Eng II./Sci II	Eng IV/Sci IV	Eng II./Sci II	Eng IV/Sci IV	Project Specialist	Project Controller	Administration Assistant	Total Hours	Labor Cost
Direct Salary		\$ 97.53	\$ 93.43	\$ 71.06	\$ 65.87	\$ 42.10	\$ 75.35	\$ 50.11	\$ 87.45	\$ 48.82	\$ 36.06	\$ 30.58		
Multiplier 3.1350		\$ 208.23	\$ 199.48	\$ 151.72	\$ 140.63	\$ 89.90	\$ 160.87	\$ 107.00	\$ 186.70	\$ 104.24	\$ 76.99	\$ 65.30		
Billing Rates ¹		\$ 305.76	\$ 292.91	\$ 222.78	\$ 206.50	\$ 132.00	\$ 236.22	\$ 157.11	\$ 274.15	\$ 153.06	\$ 113.05	\$ 95.88		
TASK														
1	Project Management, Project Coordination, Kickoff Mtg	--	--	56	4	--	--	2	--	4	28	--	94	\$ 17,393.70
3	Coordination Meetings (T&M)	--	--	16	16	--	4	4	--	16	--	4	60	\$ 11,274.33
4	IW-4 and M-8 Design (Additional Services)	3	12	26	40	62	28	82	16	8	--	3	280	\$ 52,064.69
5	Services During Construction (Additional Services/T&M)	--	2	50	74	12	14	23	--	--	--	4	179	\$ 35,894.05
6	Envision Coordination (Additional Services/T&M)	0	0	12	52	0	0	0	0	168	0	0	232	\$ 39,125.50
Totals		3	14	160	186	74	46	111	16	196	28	11	845	\$ 155,752.27

II. Fee Calculation


Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$17,393.70	\$100.00			\$17,493.70
3	\$11,274.33				\$11,274.33
4	\$52,064.69		\$11,200.00	\$560.00	\$63,824.69
5	\$35,894.05	\$1,000.00			\$36,894.05
6	\$39,125.50	\$400.00			\$39,525.50
Total	\$155,752.27	\$1,500.00	\$11,200.00	\$560.00	\$169,012.27

III. Fee Limit

Lump Sum Cost	\$169,012.27
Allowance⁴	\$5,000.00
Total:	\$174,012.27

IV. Notes:

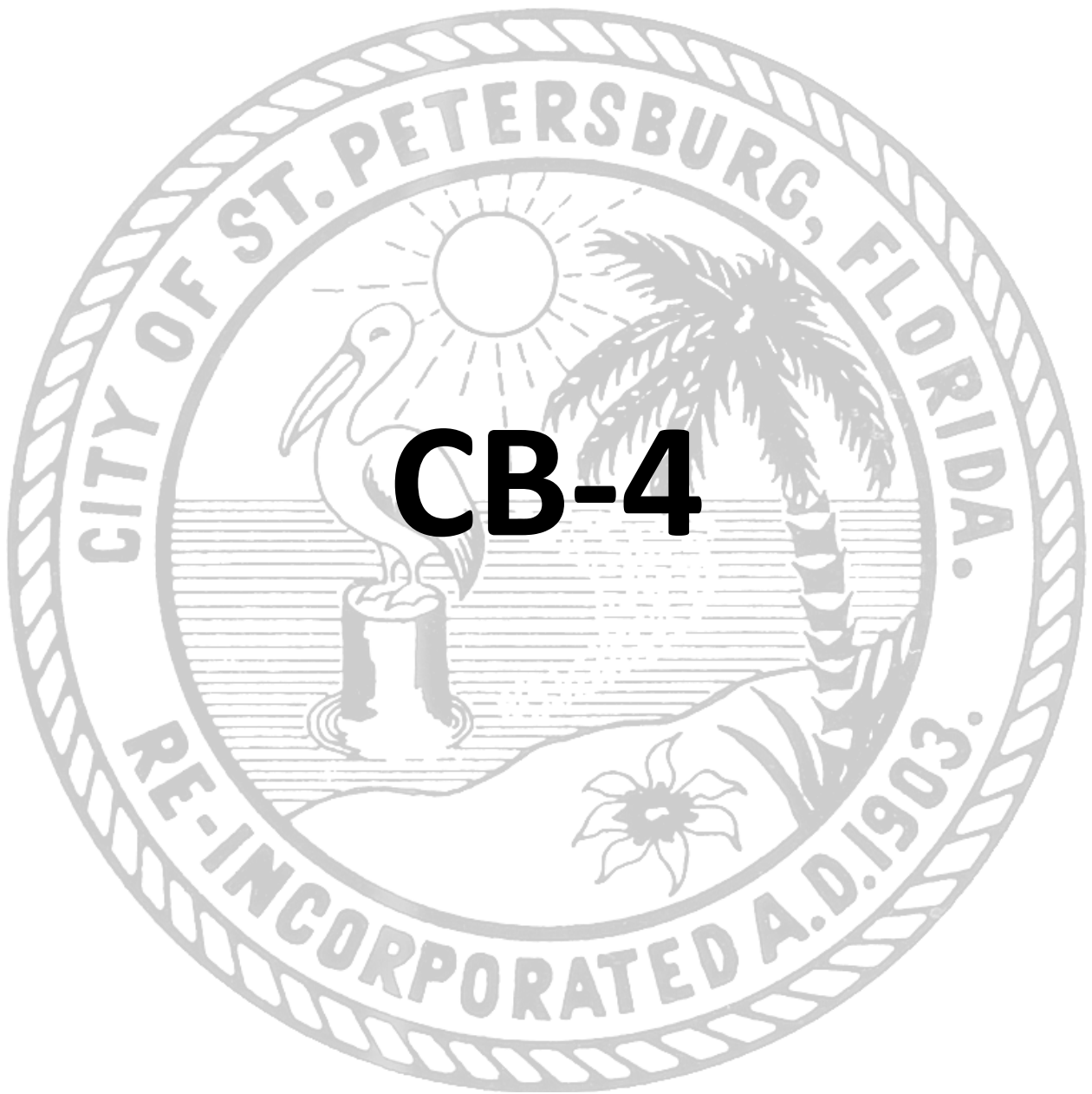
1. Rates and Multiplier per contract.
2. Includes expenses for: printing, mailing, mileage
3. Includes 1.05- percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					140981
Name:	Johnson, Sarah B	Request Date:	22-DEC-2021	Status:	APPROVED

Authorization Request	
Subject:	Council - 1/20
Message:	21071-111 - HDR - NEWRF Injection - TO Amend 1 (submitting in Oracle in advance since it is ready to go)
Supporting Documentation:	HDR - NEWRF Injection - TO Amend 1 - Final v2.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	22-DEC-2021	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	22-DEC-2021	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	22-DEC-2021	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	22-DEC-2021	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering Inc. (“A/E”) for A/E to provide project management, a Project Chartering Workshop, a Gap Analysis, Public Outreach, and the first phase of inventory development related to the Lead and Copper Rule Revision Compliance Project in an amount not to exceed \$391,323.13 (ECID Project No. 22056-111; Oracle No. 18376); and providing an effective date.
Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 20, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering Inc. (“A/E”) for A/E to provide project management, a Project Chartering Workshop, a Gap Analysis, Public Outreach, and the first phase of inventory development related to the Lead and Copper Rule Revision Compliance Project in an amount not to exceed \$391,323.13 (ECID Project No. 22056-111; Oracle No. 18376); and providing an effective date.

EXPLANATION: *The Lead and Copper Rule (LCR) was initially published in 1991 by the EPA and has undergone multiple revisions. The most recent Lead and Copper Rule Revision (LCRR) was adopted in January 2021 and is anticipated to go into effect by December 2022. The revision has additional requirements, including new testing and treatment requirements, service line identification/replacements, as well as public outreach and notification.*

On August 5, 2021, the City of St. Petersburg, Florida and HDR Engineering 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.

Task Order No. 21-01-HDR/W(S) in the amount of \$391,323.13 shall provide professional engineering services including but not limited to hosting a Chartering Workshop, conducting a Gap Analysis, developing a Public Outreach program and conducting an Initial Phase of the LSL Inventory all related to the City’s compliance with the new LCRR. Task Order includes a \$25,000.00 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

The purpose for the Chartering Workshop is to solicit and discuss data needs, to develop a communication plan and provide an initial review of activities performed to comply with the current LCR and the LCR revision. The Gap Analysis will analyze current performance and identify operation needs to become compliant with the new rule requirements. The Public Outreach portion will establish a compliance framework for the LCRR communication requirements. The LSL inventory is the first step needed to achieve compliance with the LCRR, as the City will have to categorize all service line materials within the City’s system. This inventory must be developed within three years of the LCRR’s effective date. This will focus on the collection and evaluation of the City’s existing data on service lines and the development of a GIS-based inventory and field investigation protocols.

Task Order No. 21-01-HDR/W(S) includes the following phases and associated not to exceed costs respectively:

Project Management	\$ 29,564.53
LCR Practices and Project Chartering Workshop	\$ 6,379.49
Gap Analysis	\$ 55,217.31
Public Outreach	\$169,864.29
First Phase of Inventory Development	\$105,297.51
Allowance	\$ 25,000.00
Total	\$391,323.13

This project is currently identified in the Capital Improvement Plan of which the deliverables of this project will identify the implementation plan to be appropriately budgeted in future years of the Capital Improvement Plan.

Implementation of operational procedures recommended by the A/E, will follow the completion of this project.

Should additional A/E services be deemed necessary, in relation to facilitating City's compliance with the Lead and Copper Rule Revision, they will be provided to Council for approval as an Amendment to this Task Order.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 21-01-HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering Inc. ("A/E") for A/E to provide project management, a Project Chartering Workshop, a Gap Analysis, Public Outreach, and the first phase of inventory development related to the Lead and Copper Rule Revision Compliance Project in an amount not to exceed \$391,323.13 (ECID Project No. 22056-111; Oracle No. 18376); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003) DIS Service Line Review FY21 Project (18376).

ATTACHMENTS: Resolution
Task Order No. 21-01-HDR/W(S)

RESOLUTION 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-01-HDR/W(S) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED AUGUST 5, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HDR ENGINEERING INC. (“A/E”) FOR A/E TO PROVIDE PROJECT MANAGEMENT, A PROJECT CHARTERING WORKSHOP, A GAP ANALYSIS, PUBLIC OUTREACH, AND THE FIRST PHASE OF INVENTORY DEVELOPMENT RELATED TO THE LEAD AND COPPER RULE REVISION COMPLIANCE PROJECT IN AN AMOUNT NOT TO EXCEED \$391,323.13 (ECID PROJECT NO. 22056-111; ORACLE NO. 18376); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Petersburg, Florida and HDR Engineering Inc. (“A/E”) entered into an architect/engineering agreement on August 5, 2021 for A/E to provide miscellaneous professional services for Potable Water, Wastewater, and Reclaimed Water projects; and

WHEREAS, Administration desires to issue Task Order No. 21-01-HDR/W(S) for A/E to provide project management, a project chartering workshop, a gap analysis, public outreach, and the first phase of inventory development related to the Lead and Copper Rule Revision Compliance Project in an amount not to exceed \$391,323.13, which amount includes a \$25,000 allowance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 21-01-HDR/W(S) to the architect/engineering agreement dated August 5, 2021 between the City of St. Petersburg, Florida and HDR Engineering Inc. (“A/E”) for A/E to provide project management, a project chartering workshop, a gap analysis, public outreach, and the first phase of inventory development related to the Lead and Copper Rule Revision Compliance Project in an amount not to exceed \$391,323.13.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee)

00603193

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: January 20, 2022

TO: The Honorable Gina Griscoll, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: HDR Engineering, Inc.
Task Order No. 21-01-HDR/W(S) in the amount of \$391,323.13

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 operations and data analysis, program development and public communications for the City's compliance with the Lead and Copper Rule Revision.

HDR Engineering Inc. has satisfactorily completed work under a previous A/E Annual Master Agreement in 2016 and is familiar with the City Standards.

HDR Engineering Inc. has significant experience in operations and data analysis, program development and public communications for Lead and Copper Rule Revision compliance.

This is the first Task Order issued under the 2021 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report for

HDR Engineering, Inc.

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

A/E Agreement Effective - August 5, 2021

A/E Agreement Expiration - August 30, 2025

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	22056-111	Lead and Copper Rule Revision Compliance	Pending	
			Total:	0.00

TASK ORDER NO. 21-01-HDR/W(S)
LEAD AND COPPER RULE REVISION COMPLIANCE
POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS
CITY PROJECT NO. 22056-111

This Task Order No. 21-01-HDR/W(S) is made and entered into this _____ day of _____, 202____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR POTABLE WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS dated August 5, 2021 (“Agreement”) between HDR Engineering 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 Lead and Copper Rule (LCR) was published in 1991 by EPA and has since undergone a series of minor and short-term revisions, the last of which occurred in 2007. In January 2021, a comprehensive Lead and Copper Rule Revision (LCRR) was finalized. The new rule has requirements that will affect utilities in multiple ways, including new testing requirements, treatment requirements, service line identification/replacements, as well as public outreach/notification.

This Scope of Services includes a Chartering Workshop, Gap Analysis, Public Outreach for the entire program, and an Initial Phase of LSL Inventory. The Chartering Workshop serves to solicit/discuss project data needs, establish the team communication plan, and provide an initial review of activities performed to comply with the current LCR and pending LCRR. The Gap Analysis is a planning level investigation that will provide a deliverable summarizing current City LCR and related practices, the major requirements of the anticipated final rule, and the capital and operational needs to become compliant. The Public Outreach task will establish a compliance framework for the LCRR communication needs, including select elements to be performed by the A/E in support of the City. Finally, the initial phase of LSL inventory development will be performed. The LSL inventory development is an important, time sensitive, first step needed to achieve LCRR compliance. Ultimately, utilities must characterize all service line materials within their system and develop an LSL inventory within 3 years of the LCRR’s effective date (anticipated by 12/22). Once established, the LSL inventory informs LCRR compliance monitoring plans/sampling locations, areas for public/customer notification, and potential LSL replacement plans. The initial phase focuses on the collection and evaluation of the existing data and institutional knowledge related to LSLs in the system. The framework for a GIS-based inventory will also be established and include available data on service line cohorts within the system. In addition, protocols for future staff/contractor field investigations will be developed.

II. SCOPE OF SERVICES

Task 1 - Project Management

This task includes general functions required to maintain the project schedule, budget, and quality control. A/E shall prepare and submit monthly status reports with invoices. A/E will participate in monthly status meetings with the City project manager through the anticipated 12-month schedule for the project and that these meetings will primarily be virtual. A/E will prepare agendas and meeting notes for each monthly meeting for submittal to City. Finally, the A/E will prepare a project team communication plan that establishes correspondence protocols and identifies key contacts related to specific project tasks and related information needs.

Task 2 - Project Chartering and Kickoff Meeting

To perform the Gap Analysis, Public Outreach, and LSL Inventory Development, the A/E will solicit information on the City's ongoing activities performed to comply with the current LCR and pending LCRR. The A/E will provide a formal information request to the City. The A/E will then facilitate a chartering workshop with the City to discuss current protocols and practices, identify remaining knowledge gaps, and outline potential opportunities and challenges related to the collection of critical information. This workshop will also establish the overall objectives and metrics of success for the first phase of the LSL inventory development. Following the workshop, the A/E will provide a memorandum summarizing the project chartering workshop minutes, identified resources, and remaining information needs.

Task 3 - Gap Analysis

The A/E will develop a Gap Analysis to assess the City's current LCR-related practices, identify City needs to achieve LCRR compliance, and provide a prioritized implementation plan to achieve future compliance within LCRR schedule requirements.

Task 3.1 Conduct Data Requests and Preliminary Interviews/Surveys. The A/E will develop an LCR information request to identify LCR-related resources and collect all readily available relevant data. In addition, the A/E will also develop a survey (or surveys) directed towards the appropriate City-staff to better understand operational practices and past observations related to LCR compliance. This subtask will be conducted prior to Chartering Workshop to better focus that discussion on LCRR compliance needs and other project objectives. This work will also facilitate the subsequent tasks of the Gap Analysis.

Task 3.2 Targeted Data Collection and Analysis. The A/E will perform the following subtasks:

- Review current practices related to sampling protocols and procedures for customer notification and public outreach.
- Conduct a communication audit to review the utility's current branding, messaging, customer satisfaction, staff capacity, communication tools and channels, communication workflows, existing partnerships, outreach to vulnerable populations, and public records request trends.

- Compare LCRR communication practices with Pinellas County
- Identify requirements for public notice for both exceedances and annual reporting requirements, as well as other public outreach requirements, such as local issues of public concern that may influence communication efforts.
- Develop case study examples of utility practices on service line inventories and connection management practices
- Follow interviews with City Staff to further define LCR compliance practices, including corrosion control, distribution system operation and maintenance, and monitoring and reporting criteria.

Task 3.3 Benchmarking Assessment. The A/E will develop a summary matrix containing the new LCRR requirements broken down into six key areas. This matrix will serve as the guide for the Gap Analysis. The A/E will populate the gap analysis matrix using the collected information, organized by the six categories listed in the LCRR.

As part of the gap analysis, A/E will also provide limited mapping to support this effort. A/E will prepare up to five GIS exhibits, to include the following:

- Map of homes built before 1986 – City will provide the GIS files that include the data as a field in the shape files
- Map of current sampling areas - City will provide the GIS files that include the date as a field in the shape files, or a list of addresses
- Map of proposed sampling areas
- Map of known schools and state-licensed daycare facilities.
- Map of schools and state-licensed daycare facilities showing 20% annual sampling requirement

A/E will also participate in a meeting with City lab staff to review sampling protocols, and a meeting with City communication staff to review procedures for customer notification and public outreach.

Task 3.4 Gap Analysis Technical Memorandum (TM). The A/E will develop a draft and final Gap Analysis TM. The TM will summarize the findings and recommendations of the benchmarking assessment. The TM will also contain a timeline for compliance as well as cost estimates for the required compliance activities. The cost estimates will include both the City's internal costs (labor and materials) as well as external (consultants and contractors) over the compliance timeframe.

Task 4 - Public Outreach

The A/E will provide the City public outreach and communication support to address the related elements of the LCRR.

Task 4.1 LCRR Communication Planning. The A/E will develop a communication plan that will be used to guide employee communication and a customer awareness and community education campaign focusing on the new lead and copper rule regulations. The communication plan development will include the following subtasks:

- The A/E will create LCRR communication toolkit outlines for area utilities, schools, and childcare centers based on the communication audit.
- Visualize the existing LSL inventory through an interactive map displayed on the City's website.
- The A/E will conduct up to three (3) communication workshops with the City to inform a communication plan that will be developed to inform, educate, update, and collaborate with the public, critical internal and external stakeholders, translate technical content for public consumption, and identify engagement channels and the messages that will resonate with key audiences.
 - Workshop 1 – Initial Approach: Internal Communication & Audience Identification
 - Workshop 2 – External Approach: Partner & Agency Communication
- Invite PIOs and essential agency communications personnel from schools and the public health department to receive feedback on communication channels, messages and timing.
 - Workshop 3 – Communication Plan & Draft Approach
- The A/E will conduct three (3) branding workshops to establish the LCRR visual aesthetic, brand promise, tagline, and messaging used in communication materials.
 - i. **Discover:** Internal Branding Kick-off Meeting (Workshop 1)
 - ii. **Imagine:** Mood and Archetype Boards (Workshop 2), Concept Selection (Workshop 3)
 - iii. **Activate:** Brand Book Development and Brand Package Delivery
- The A/E will develop a customer survey for lead service line identification.

Task 4.2 LCRR Outreach. The A/E will support the implementation of the City's LCRR outreach and develop/deploy communication materials, toolkits and templates identified in the communication plan. The A/E will provide the following services for this task:

- Publish the LSL Inventory on the City's website
- Develop community toolkits to provide materials that will deliver clear and concise communication to key stakeholders – neighboring utilities, local childcare centers and school-based administrators.
- Support customer outreach for the lead service line inventory, ongoing sampling and monitoring, and exceedance notifications.
- Support school and daycare outreach by holding stakeholder meetings (prioritization and messaging).
- Provide media relations support

Task 4.3 LCRR Communication Monitoring and Evaluation. The A/E will evaluate LCRR communication efforts and provide ongoing feedback on potential improvements.

- Establish communication key performance indicators (KPIs) that align with the communication plan goals and objectives.
- Create materials that help the City chart important milestones related to LCRR efforts and communication with local executives, elected officials and partner agencies.

Task 4.4 Communications On-Call Support. The A/E will provide various on-call strategic communications support to the City on an as-needed basis.

- Provide on-call support that will include, but is not limited to, crisis communication, graphic design, multimedia and web development, and media relations for various programs and events, such as public hearings, crises and meetings.

Task 5 - Inventory Development Phase 1

The A/E will focus the initial phase of inventory development on the consolidation, analysis, and documentation of readily available LSL systems assets. In addition, guidance, protocols, and recommended prioritization of future field investigation, as necessary, will be provided. Subtasks will include:

Task 5.1 Data Collection. Collect all relevant and available data to support first phase of inventory development, including:

- Review and develop details showing typical service line configurations. Interviewing City staff, including operations to understand typical configurations, pipe materials and ownership limits.
- Gather and review service line database of record (e.g. via GIS) and establish baseline inventory for service lines
- Define cohorts of service lines so future efforts can assign pipe materials to specific cohorts.
- Gather and review additional water system data (as-builts, CMMS). Review existing records to determine if they provide information on pipe material. Update inventory based on the data collected.
- Research public records to determine if pipe material can be identified for specific cohorts. Update inventory based on the data collected.
- Assign date of installation for all service lines with available information. Update inventory based on the data collected.
- Determine if any galvanized lines were downstream of lead lines utilizing Owner's records of lead lines removed in the past.
- Identify Data gaps and field investigations needed.

Task 5.2. GIS Based Inventory Development. The A/E will develop a GIS Inventory and dashboard with the following characteristics:

- Include service line material, diameter, and meter information for the City and customer owned portions of the system. It is envisioned that some classifications may initially be 'unknown' and determined through subsequent phases.
- Display map data that includes the following information (as available):
 - Interactive service line inventory map noting the public and private service line type for every parcel (GIS)
 - Homes built before 1986 - City will provide the GIS files that include the data as a field in the shape files
 - Current sampling areas - City will provide the GIS files that include the date as a field in the shape files, or a list of addresses
 - Proposed sampling areas

- Schools and state-licensed daycare facilities, support 20% annual sampling requirement
- The inventory will be viewable and query-able through an online interface.
 - The service line inventory GIS map and inventory can be hosted on A/E's server, with third party users redirected from the City's website to the inventory map. If the City chooses to host the inventory map, then the information outputs will be provided to the City so it could be added to the City's GIS environment.

Task 5.3 As Needed Inventory Development Tasks. The A/E will perform the following as needed tasks related to inventory development:

- Develop protocols so when operational staff expose a service line through standard operations or construction, the pipe material is determined, and the inventory is updated. This includes main replacements, meter maintenance/replacement, and repairing breaks.
- Develop customer outreach program to have customers examine service lines as they enter property and provide relevant data to determine pipe material.

ASSUMPTIONS

The following assumptions have been included in the preparation of this Scope of Services. These assumptions are based on the project scope. Strict adherence to the assumptions described below is a specific condition to this scope of services.

Deviations from these assumptions will require additional effort not previously considered by A/E. Should deviations from these assumptions be required to deliver the services described in this Scope of Services, the scope of services and compensation shall be modified accordingly and approved by City in writing before any changes to this Scope of Services can be implemented or delivery of the original Scope of Services completed.

- General Assumptions
 - City has provided A/E a copy of their current Lead and Copper Sampling Protocol.
 - City will provide A/E the GIS coverages listed above.
 - City staff will be available for workshops (virtual or in-person, to be determined) and follow up correspondence.
- Public Outreach Assumptions
 - A/E will facilitate up to five (5) interviews that will be conducted for the communication audit.
 - A/E will facilitate up to three (3) communication workshops will be conducted for the gap assessment.
 - The gap assessment will confirm or identify additional items to include in utility, school and childcare center templates.
 - For other deliverables identified by the gap assessment, the City will provide design parameters, guidelines, and details for communications materials.
 - Documents will be delivered electronically.

- Materials will be provided in Word, Excel, or PDF as appropriate.
- Three (3) rounds of review on content documents and materials.
- City will have up to two (2) weeks for review per document and provide consolidated comments from staff members.
- City will coordinate printing and dissemination with vendors.
- City will distribute email to its employee database.
- City will facilitate internal training for call center employees and customer service field crews.
- City will provide already-existing b-roll footage digitally. A/E will arrange for the capture of additional b-roll if needed.

III. **SCHEDULE**

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

Number of Days from NTP

Task 1 – Project Management	365
Task 2 – LCR Practices and Project Chartering Workshop	30
Task 3 – Gap Analysis	90
Task 4 – Public Outreach	365
Task 5 – First Phase of Inventory Development	365

IV. **A/E'S RESPONSIBILITIES**

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

V. **CITY'S RESPONSIBILITIES**

The City will be responsible for complying with the criteria described under the Assumptions section within Section II, Scope of Services above.

VI. **DELIVERABLES**

Task 1 - Project Management

- Monthly invoices and monthly project status reports
- Monthly status meeting agenda and meeting notes

Task 2 - LCR Practices and Project Chartering Workshop

- Meeting minutes from Current LCR Practices Workshop
- Summary of identified resources and remaining information needs

Task 3 - Gap Analysis

- Draft LCR Gap Analysis Matrix in excel format with supporting exhibits
- Meeting minutes from staff interviews
- Draft and final gap analysis communication audit and roadmap report

- Draft and final toolkit outlines for utilities, schools and childcare centers
- Draft and final LSL inventory base map
- Draft and final Gap Analysis TM

Task 4 - Public Outreach

- Task 4.1 LCRR Communication Planning
 - Draft and final communication plan
 - Draft and final workshop summaries
 - Draft and final brand book and brand package
 - Draft and final LSL customer survey
- Task 4.2 LCRR Outreach
 - Draft and final utility communication toolkit, to include at a minimum:
 - Customer sampling report
 - Water quality report
 - LSL replacement notification template
 - Customer funding flyer and email
 - Sampling instructions (1st through 5th liter)
 - Draft and final communication toolkit for local childcare centers
 - Draft and final school communication toolkit for local administrators of public schools, private schools and homeschool environments, to include at minimum:
 - Sampling instructions
 - Action level exceedance report
 - Action level notification template
 - LSL post-replacement instructions (to address flushing and filters)
 - Draft and final student engagement LCRR activity toolkit for teachers, aligned with the Ford Next Generation Learning college and career model that gives students exposure to STEM education through the lens of postsecondary readiness.
 - Sample lessons
 - Activity sheets
 - Draft and final customer education program booklet:
 - Speaker's Bureau
 - Draft and final speaker's bureau guidance document including:
 - Identification of influencers and significant events
 - Identification of licensing agencies (local and state) for childcare centers
 - Draft and final schedule, including coordination of key spokespeople
 - Draft and final talking points
 - Draft and final PowerPoint
 - Draft and final social media posts, up to three
 - Draft and final email newsletter template
 - Mobile unit: An on-the-go LCRR outreach unit with materials and engagement activities utility spokespeople, school and childcare center representatives utilize to generate awareness about the LCRR program in hard-to-reach neighborhoods and special events.
 - Draft and final design of the mobile unit

- Draft and final mobile guidance document including:
 - Identification of significant events relevant to outreach efforts
 - Identification of vulnerable and environmental justice-related neighborhoods
 - Lead Service Line Outreach Materials: Materials that will answer key customer questions on what to do when you have a lead service line, funding opportunities, how to request a water testing kit and the customer lead service line survey. Materials will include, but are not limited to:
 - Draft and final webpage
 - Draft and final flyer
 - Draft and final social media posts (up to six)
 - Draft and final social media strategy and content calendar
 - Draft and final press release announcing the program
 - Quarterly news briefings highlighting stories of success throughout the area featuring customer testimonials and utility staff
 - Draft and final media advisory template
 - Up to two A/E personnel attending in-person press events (up to four events per year)
 - Monthly follow-up outreach with news media
 - Draft and final media relations pitch calendar
- Task 4.3 LCRR Communication Monitoring and Evaluation
 - Draft and final progress report template
 - Draft and final progress reports, up to 12 per year
 - Draft and final progress dashboard
- Task 4.4 Crisis Communications and On-Call Support
 - Graphic design, multimedia, and web development.
 - Media relations support.
 - Planning and strategy support through meetings with City.
 - Program and event support.

Task 5 - Inventory Development Phase 1

- Meeting minutes from staff interviews
- LSL Inventory Framework and GIS-based Map Including Data collected from the First Phase
- Public facing service line inventory GIS map and dashboard
- Summary document reviewing initial findings from LSL inventory
- Next steps including the discussion and development of a randomized representative sample of homes for future service line inspection.
- Prioritized replacement list
- Protocols/procedures developed for future field investigations.

VII. A/E'S COMPENSATION

For Tasks 2 through 3, the City shall compensate the A/E the lump sum amount of **\$61,596.80**. For Tasks 1, 4, and 5, the City shall compensate the A/E an amount not to exceed **\$304,726.33** on a time and materials basis.

This Task Order establishes an allowance in the amount of **\$25,000** for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **\$391,323.13**, per Appendix A.

VIII. PROJECT TEAM

Prime Consultant: HDR

IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Chandrahasa Srinivasa
City Clerk

By: _____
Brejesh Prayman, P.E., Director
Engineering & Capital Improvements

(SEAL)

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)


HDR Engineering, Inc.
(Company Name)

By: 
(Authorized Signatory)

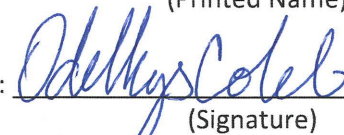
Jennifer E. Hunt, Senior Vice President
(Printed Name and Title)

Date: December 15, 2021

WITNESSES:

By: 
(Signature)

Michelle J Pardo
(Printed Name)

By: 
(Signature)

Odelkys Cobb
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Lead and Copper Rule Revision Compliance
Project No. 22056-111

I. Manpower Estimate: All Tasks

		Katie/Brenda	Chance	Alex	Trent	David	Ameerah	Michele	Melissa	Samantha	Carlee	Matt Wilson		
Direct Labor Rates Classifications		Company Officer	Company Officer	Engineer V/ Scientist V	Company Officer	Engineer V/ Scientist V	Engineer II/ Scientist II	Engineer V/ Scientist V	Designer	Engineer III/ Scientist III	Engineer I/ Scientist I	Designer	Administrative Assistant	
Project Role		PIC	Chartering Workshop and Gap Assessment Lead, Overall QC	Inventory Lead	Gap Asssment and Invenotry QC	PM	Outreach Lead	Outreach QC Reviewer	Graphic Designer	Proj. Eng	Proj Eng	GIS	Admin	
Direct Salary		\$ 114.89	\$ 120.05	\$ 93.69	\$ 124.28	\$ 99.53	\$ 47.71	\$ 85.09	\$ 26.91	\$ 64.58	\$ 34.84	\$ 30.85	\$ 30.58	Total Hours
Multiplier/Overhead 185%		\$ 212.54	\$ 222.10	\$ 173.33	\$ 229.93	\$ 184.13	\$ 88.27	\$ 157.42	\$ 49.79	\$ 119.49	\$ 64.46	\$ 57.08	\$ 56.59	
Profit 10%		\$ 32.75	\$ 34.22	\$ 26.71	\$ 35.43	\$ 28.37	\$ 13.60	\$ 24.26	\$ 7.67	\$ 18.41	\$ 9.93	\$ 8.80	\$ 8.72	
Capped Category Rates		\$ 360.00	\$ 360.00	\$ 325.00	\$ 360.00	\$ 325.00	\$ 162.80	\$ 325.00	\$ 108.20	\$ 224.61	\$ 122.00	\$ 108.20	\$ 100.60	
Billing Rates ¹		\$ 360.00	\$ 360.00	\$ 293.73	\$ 360.00	\$ 312.03	\$ 149.58	\$ 266.77	\$ 84.37	\$ 202.48	\$ 109.23	\$ 96.73	\$ 95.89	
TASK/DESCRIPTION														
1	Project Management	14	14	0	10	38	0	0	0	0	0	0	42	118
2	LCR Practices and Project Chartering Workshop	0	4	4	0	4	4	0	6	0	2	2	0	26
3	Gap Analysis	4	22	36	0	15	58	5	25	48	48	24	0	285
4	Public Outreach	0	19	1	0	0	602	63	635	0	0	0	0	1320
5	First Phase of Inventory Development	0	10	140	0	0	0	0	0	72	120	340	0	682
Totals		18	69	181	10	57	664	68	666	120	170	366	42	2431
														\$ 29,564.53
														\$ 5,379.49
														\$ 54,017.31
														\$ 167,564.29
														\$ 105,297.51
														\$ 361,823.13

II. Fee Calculation


Task	Description	Labor Cost	Expenses ²	Total Cost	Billing Method
1	Project Management	\$29,564.53	\$0.00	\$29,564.53	T&M
2	LCR Practices and Project Chartering Workshop	\$5,379.49	\$1,000.00	\$6,379.49	LS
3	Gap Analysis	\$54,017.31	\$1,200.00	\$55,217.31	LS
4	Public Outreach	\$167,564.29	\$2,300.00	\$169,864.29	T&M
5	First Phase of Inventory Development	\$105,297.51	\$0.00	\$105,297.51	T&M
Total		\$361,823.13	\$4,500.00	\$366,323.13	

III. Fee Limit

Lump Sum Cost	\$61,596.80
Time and Materials Cost	\$304,726.33
Allowance³	\$25,000.00
Total:	\$391,323.13

IV. Notes:

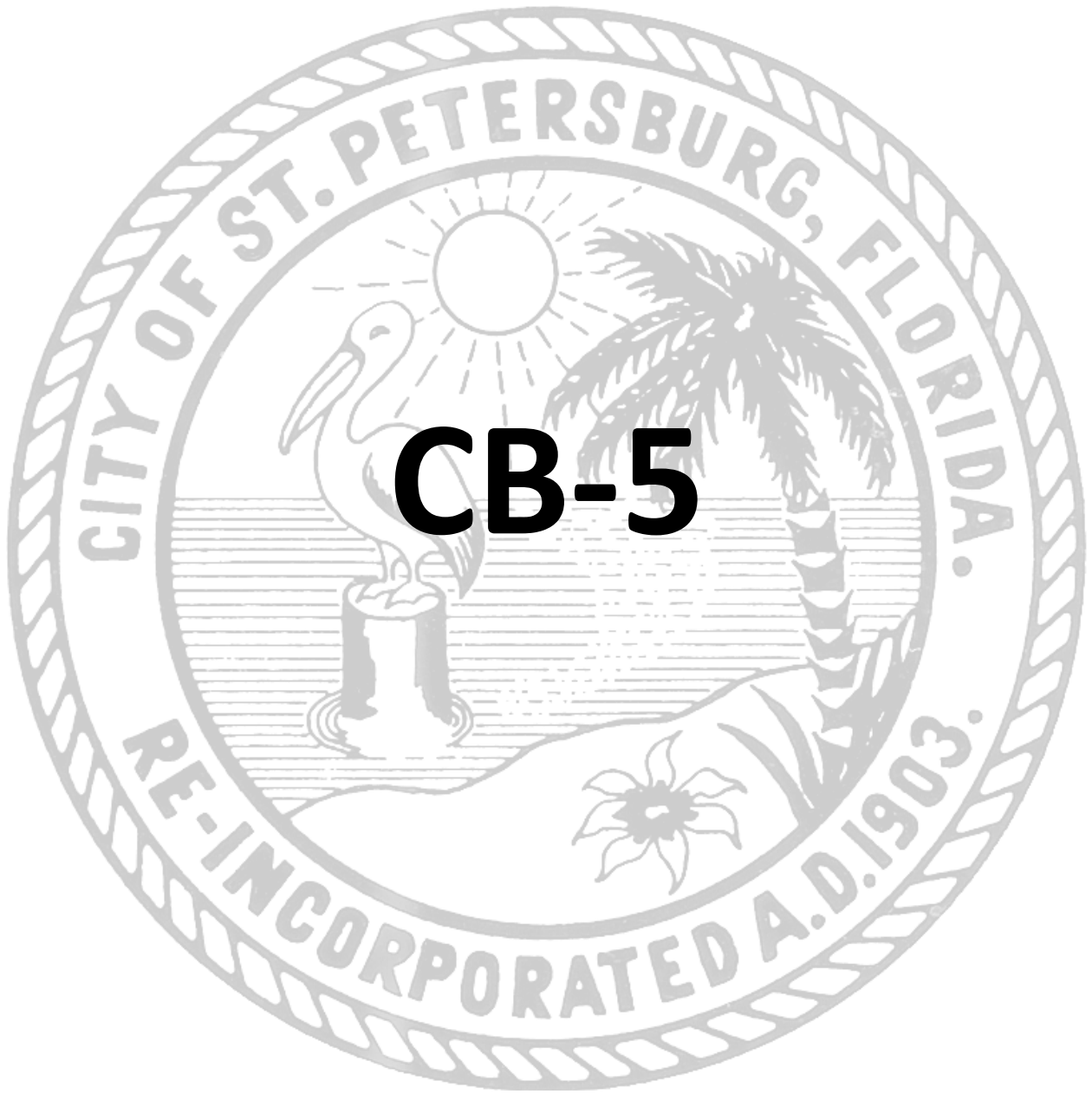
1. Rates and Multiplier per contract.
2. Includes expenses for printing, mailing, mileage, travel, and lodging.
3. Allowance to be used only upon City's written authorization.

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142788
Name:	Johnson, Sarah B	Request Date:	05-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 1/20
Message:	22056-111 - HDR - Lead & Copper - Task Order
Supporting Documentation:	HDR - Lead & Copper - Task Order - Final.pdf

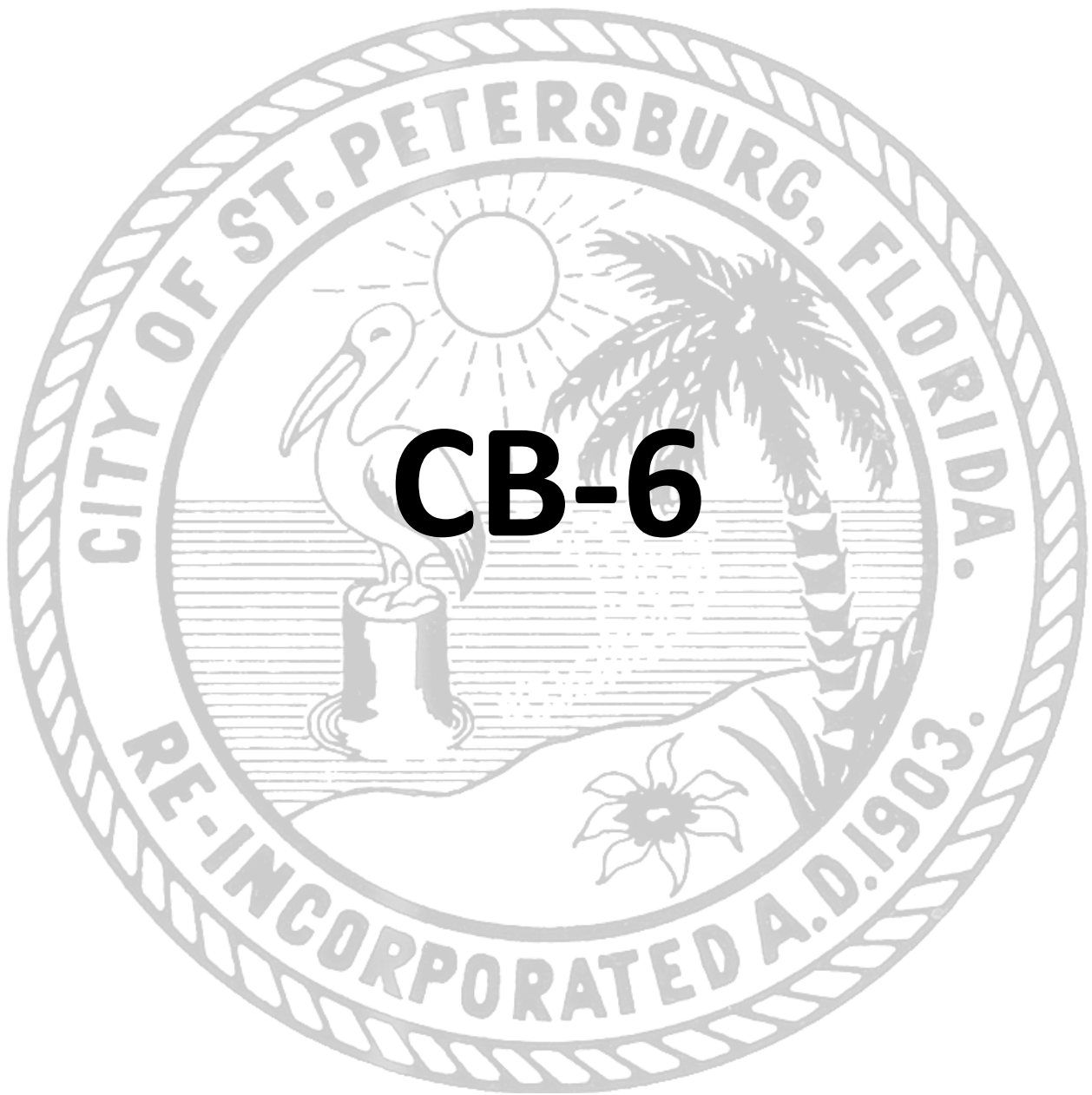
	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	05-JAN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	06-JAN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	06-JAN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	07-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-JACOBS/W(S) to the architect/engineering agreement dated October 14, 2021 between the City of St. Petersburg, Florida and Jacobs Engineering Group, Inc. (A/E) for A/E to (i) provide data collection optimization, (ii) develop a standard operating procedure, (iii) prepare a draft and final rainfall derived infiltration and inflow (RDII) program development report, and (iv) provide tool development and staff training related to the RDII Program Development Project in an amount not to exceed \$455,761.50 (ECID Project No. 22058-111; Oracle No. 18837); and providing an effective date.
Please scroll down to view the backup material.



CB-5

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 20-02-ICE/AWA(C) to the architect/engineering agreement dated March 5, 2020 between the City of St. Petersburg, Florida and Infrastructure Consulting & Engineering, PLLC (“A/E”) for A/E to provide program verification, data collection, preliminary design, contract documents, bid documents and bidding phase services related to the AW Airport – Replace Airport Fuel Farm Project in an amount not to exceed \$162,627.58 (ECID Project No. 22059-113; Oracle No. 18633); and providing an effective date.
Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 20, 2022

TO: The Honorable Gina Driscoll, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 20-02-ICE/AWA(C) to the architect/engineering agreement dated March 5, 2020 between the City of St. Petersburg, Florida and Infrastructure Consulting & Engineering, PLLC (“A/E”) for A/E to provide program verification, data collection, preliminary design, contract documents, bid documents and bidding phase services related to the AW Airport – Replace Airport Fuel Farm Project in an amount not to exceed \$162,627.58 (ECID Project No. 22059-113; Oracle No. 18633); and providing an effective date.

EXPLANATION: Airports own and maintain fueling infrastructure in order to store and dispense aviation fuel to airport users in an efficient and effective manner. The existing fuel farm at Albert Whitted Airport was constructed in 1994. The existing tanks, equipment, and auxiliary components have begun to deteriorate due to age and exposure to the elements and require replacement.

This project will provide design, permitting and construction services for the removal of the existing fuel farm and the construction of a new fuel farm with expanded fuel storage capacity and federally required spill containment measures.

This project will be implemented through a design/bid/build process.

On March 5, 2020, the City of St. Petersburg, Florida and Infrastructure Consulting & Engineering, PLLC (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Albert Whitted Airport projects.

Task Order No. 20-02-ICE/AWA(C) in the amount of \$162,627.58 shall provide professional engineering services including but not limited to program verification, design, permitting, and bidding support to replace the airport’s fuel farm.

Task Order No. 20-02-ICE/AWA(C) includes the following phases and associated lump sum costs respectively:

Program Verification and Data Collection	\$	48,929.40	(New)
Preliminary Design	\$	36,750.27	(New)
Contract Documents	\$	37,420.14	(New)
Bid Documents	\$	32,512.07	(New)
Bidding Phase Services	\$	7,015.70	(New)
Total	\$	162,627.58	

After the design is completed and all permits are obtained, the project will be advertised for bids.

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

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

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 20-02-ICE/AWA(C) to the architect/engineering agreement dated March 5, 2020 between the City of St. Petersburg, Florida and Infrastructure Consulting & Engineering, PLLC (“A/E”) for A/E to provide program verification, data collection, preliminary design, contract documents, bid documents and bidding phase services related to the AW Airport – Replace Airport Fuel Farm Project in an amount not to exceed \$162,627.58 (ECID Project No. 22059-113; Oracle No. 18633); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Airport Capital Projects Fund (4033) Airport Fuel Farm Replacement FY22 Project (18633).

ATTACHMENTS: Resolution
Task Order No. 20-02-ICE/AWA(C)

RESOLUTION 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 20-02-ICE/AWA(C) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED MARCH 5, 2020 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC ("A/E") FOR A/E TO PROVIDE PROGRAM VERIFICATION, DATA COLLECTION, PRELIMINARY DESIGN, CONTRACT DOCUMENTS, BID DOCUMENTS, AND BIDDING PHASE SERVICES RELATED TO THE AW AIRPORT – REPLACE AIRPORT FUEL FARM PROJECT IN AN AMOUNT NOT TO EXCEED \$162,627.58 (ECID PROJECT NO. 22059-113; ORACLE NO. 18633); AND PROVIDING AN EFFECTIVE DATE.


WHEREAS, the City of St. Petersburg, Florida and Infrastructure Consulting & Engineering, PLLC ("A/E") entered into an architect/engineering agreement on March 5, 2020 for A/E to provide miscellaneous professional services for Albert Whitted Airport Projects; and

WHEREAS, Administration desires to issue Task Order No. 20-02-ICE/AWA(C) for A/E to provide program verification, data collection, preliminary design, contract documents, bid documents, and bidding phase services related to the AW Airport – Replace Airport Fuel Farm Project in an amount not to exceed \$162,627.58.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 20-02-ICE/AWA(C) to the architect/engineering agreement dated March 5, 2020 between the City of St. Petersburg, Florida and Infrastructure Consulting & Engineering, PLLC ("A/E") for A/E to provide program verification, data collection, preliminary design, contract documents, bid documents, and bidding phase services related to the AW Airport – Replace Airport Fuel Farm Project in an amount not to exceed \$162,627.58.

This resolution shall become effective immediately upon its adoption.

Approved by:



City Attorney (Designee)
00603142

MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: January 20, 2022

TO: The Honorable Gina Driscoll, Chair, and City Councilmembers

FROM: Brejesh Prayman, P.E., Director
Engineering & Capital Improvements Department

RE: Consultant Selection Information
Firm: Infrastructure Consulting & Engineering, PLLC.
Task Order No. 20-02-ICE/AWA(C) in the amount of \$162,627.58

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

1. Summary of Reasons for Selection

The project involves design, permitting and bidding to replace the fuel farm at Albert Whitted Airport.

Although no recent previous experience working on City of St. Petersburg projects, Infrastructure Consulting & Engineering, PLLC has extensive local and statewide airport experience in the design, permitting and construction phase activities of airport infrastructure and facilities, including multiple fuel farm rehabilitation and/or replacement projects.

This is the second Task Order issued under the 2020 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
Infrastructure Consulting & Engineering, PLLC
Miscellaneous Professional Services for Albert Whitted Airport Projects
A/E Agreement Effective - February 4, 2020
A/E Agreement Expiration - February 3, 2024

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	19105-123	SPG - AWA Runway 18-36 Improvements - FAA Independent Fee Estimate Amendment No. 1 - Task 2, Independent Fee Estimate	03/26/20 05/20/21	2,250.00 2,001.47
02	22059-113	AW Airport - Fuel Farm Replacement	Pending	
			Total:	4,251.47

TASK ORDER NO. 20-02-ICE/AWA(C)
AW AIRPORT - FUEL FARM REPLACEMENT
ALBERT WHITTED AIRPORT PROJECTS
CITY PROJECT NO. 22059-113

This Task Order No. 20-02-ICE/AWA(C) is made and entered into this _____ day of _____, 2022, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR ALBERT WHITTED AIRPORT PROJECTS dated March 5, 2020 ("Agreement") between Infrastructure Consulting & Engineering PLLC ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

Airports own and maintain fueling infrastructure in order to store and dispense aviation fuel to airport users in an efficient and effective manner. The existing fuel farm at Albert Whitted Airport (SPG) was constructed in 1994 and consists of three (3) 10,000 gallon tanks. Fuel farm operations at SPG are overseen by the Airport's Fixed Base Operator (FBO).

The existing tanks, equipment, and auxiliary components have begun to deteriorate due to their age and exposure to the elements and corrosive salt air. Airport staff have performed periodic maintenance, including spot treatments, but such repairs are becoming increasingly less effective and the fueling infrastructure is nearing the end of its useful life.

Based on initial discussions with the FBO (Sheltair) and forecasting future demand at the airport, preliminary recommendations for the new fuel farm include a two (2) 20,000 gallon, above-ground, double-walled tank system. Under this Task, the A/E will review operations and future demand, verify the preliminary recommendations, and permit and design the removal of the existing fuel farm and construction of the new fuel farm.

II. SCOPE OF SERVICES

Task 1 – Program Verification and Data Collection

- 1.1 A/E will provide project management services for each task. Project management services include tracking the budget and schedule, project status and schedule updates, monthly progress meetings, invoicing, reports, and client and subconsultant coordination.
- 1.2 A/E will perform (1) field investigation to confirm existing site conditions relative to City provided as-builts and record drawings for the airport.
- 1.3 Coordinate and attend one (1) pre-design meeting with the City, the FDOT, and the FBO to discuss design alternatives, project phasing, construction staging, budget and schedule. Meeting minutes summarizing the discussion and project direction will be provided to the City.

- 1.4 Coordinate and attend one (1) pre-application meeting with Southwest Florida Water Management District (SWFWMD).
- 1.5 A/E will provide field topographic survey services to include:
 - Surface elevations at a maximum grid spacing of 25' x 25' and at all grade breaks and elevations changes
 - Location of all above ground site features with descriptions
 - Drainage and other accessible utility structure features (including structure size, pipe size, and elevations for top/grates/inverts)
 - Control points (maximum of 3) for Contractor's reference during construction
 - Project Horizontal Datum shall be relative to North American Datum 1983
 - Project Vertical Datum shall be relative to North American Vertical Datum 1988
- 1.6 A/E will provide subsurface utility locating and survey services to determine the locations of underground utilities that may impact equipment siting and structural design. ASCE Level 'B' subsurface utility locates will be performed using electromagnetic (EM) locators and ground-penetrating radar (GPR) to designate and mark the horizontal location of found underground utilities within the project limits.
- 1.7 A/E will provide geotechnical engineering services including:
 - Ground Penetration Radar (GPR) scan at all test locations
 - Two (2) Standard Penetration Test (SPT) Borings to a depth of 10 feet below grade
 - Four (4) Pavement Cores to a depth of 5 feet below grade via hand auger
 - Visual classification of soil samples from SPT Borings
 - One (1) CBR Test of representative material
- 1.8 A/E will prepare a conceptual site plan identifying the proposed location and orientation of the new tank farm. AutoTurn simulations will be included to verify tanker and mobile refueler access. The conceptual plan will also include preliminary concept for the required spill containment countermeasures. This subtask will include incorporating one (1) round of revisions for comments received by the City and/or FDOT.
- 1.9 A/E will provide a construction cost estimate with the conceptual site plan.
- 1.10 A/E will prepare for and attend a review meeting upon submittal of the conceptual site plan with the City and FBO to review the conceptual layout and design parameters prior to proceeding to the next phase. Meeting minutes will be taken and distributed via email.

Task 2 – Preliminary Design (30%)

- 2.1 Project management services for Task 2.
- 2.2 Prepare 30% Design Drawings, including:
 - Cover Sheet
 - Project Survey Control Plan
 - Project Site / Layout Plan - Plan will identify project limits, boring and pavement core locations, location and orientation of new fuel tanks, structural concrete pad, containment measures, and entry/exit locations and procedures for refueling trucks

- Project Phasing Plan - Plan will include preliminary construction phases and approximate durations, Contractor access routes, staging areas and stockpiling locations
 - Demolition Plans - Plans will include any existing fuel farm infrastructure to be salvaged and re-used as well as any provisions required for safe/proper disposal of existing material and equipment
 - Paving, Grading, and Drainage Plans
 - Preliminary Tank and Piping Plan
 - Pavement Section Details and design
- 2.3 A/E will update the construction cost estimate and provide with 30% Design Drawings.
- 2.4 Quality Review - The A/E will perform Quality Assurance/Quality Control on all deliverables to the City. The Quality Review process includes reviews of compliance with project goals and scope; technical accuracy; and, design approach.

Task 3 – Contract Documents (90%)

- 3.1 Project management services for Task 3.
- 3.2 Address comments on Task 2 Deliverables and incorporate any revisions as necessary.
- 3.3 OE/AAA Submittal – An Airspace Checklist will be prepared and submitted to the FAA via OE/AAA. This will include the submittal of the Construction Safety and Phasing Plan (CSPP) and 7460 Forms as required under Part 77.
- 3.4 Prepare 90% Contract Drawings, including:
- Cover Sheet
 - Project Survey Control Plan
 - General Notes/Legends/Abbreviations Sheets
 - Project Site / Layout Plan - Plan sheets will be updated to show pavement markings and will include site/project specific to support the permit application packages, geotechnical boring locations
 - Project Safety Plan - Plan sheets will additionally include general and project specific safety notes
 - Project Phasing Plan - Revisions to the phasing plan, phase durations, and overall construction schedule will be included
 - Demolition Plans
 - Paving, Grading, and Drainage Plans - Plans will be updated to incorporate loading and offloading secondary containment details, including locations of the oil water separator and post indicator valve for spill management
 - Containment Wall Structural Details
 - Lighting and Signage - Plans will include lighting fixture locations and details, photometric plan and required regulatory signage
 - Mechanical Plans - Plans will include tank details (AvGas, JetA, and waste), fuel piping configuration, hoses and other mechanical components, and pump data and details

- 3.5 A/E will update the construction cost estimate and provide with the 90% Drawings.
- 3.6 A/E will provide draft Project Manual (front end documents, general provisions, Technical Specifications, and Geotechnical Engineering Report).
- 3.7 A/E shall prepare permit application packages for City review and concurrence prior to submitting to the respective agency. Permits anticipated to be required for the work include:
 - SWFWMD ERP permit
 - DEP permit
 - Modify EPA Tanks permit for emissions
 - City of St. Petersburg Building Permit
- 3.8 Grant Services - A/E will provide FDOT pre-application and grant application assistance, including the preparation of project narratives, cost estimates, and required CatEx and FAA forms, to aid the Airport in securing funding for the construction of the project.
- 3.9 Quality Review

Task 4 – Bid Documents

- 4.1 Project management services for Task 4.
- 4.2 Address City and permit agency comments on Task 3 Deliverables and incorporate any revisions as necessary.
- 4.3 Finalize Bid Documents - A/E will finalize the construction drawings (including phasing plan and construction schedule), cost estimate, and Project Manual for the City to advertise the project for bidding.
- 4.4 Quality Review

Task 5 – Bidding Phase Services

- 5.1 Prepare for and attend the Pre-Bid Conference.
- 5.2 Respond to questions by Bidders/ RFI's.
- 5.3 Prepare and distribute addenda as necessary.
- 5.4 Attend the bid opening.
- 5.5 Assist the City in tabulating and evaluating bids and Recommendation of Award.
- 5.6 Assist in the contract award and preparation of construction contract documents.

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Task 1 - Program Verification and Data Collection	45
Task 2 - Preliminary Design (30%)	105
Task 3 - Contract Documents (90%)	165
Task 4 - Bid Documents	225
Task 5 - Bidding Phase Services	Follow City's Bidding Schedule

IV. A/E'S RESPONSIBILITIES

The A/E shall provide the services as described in Section II.

V. CITY'S RESPONSIBILITIES

The City's participation under this Task Order is anticipated to include the following:

- Provide available record information for the existing airport fuel farm; and,
- Review and comment on deliverables in a timely manner

VI. DELIVERABLES

Task 1 – Program Verification and Data Collection - Topographic Survey (AutoCAD and PDF format), Geotechnical Engineering Report (PDF), pre-design meeting minutes, Concept Drawing (PDF), and conceptual construction cost estimate.

Task 2 – Preliminary Design (30%) - 30% Design Drawings and preliminary construction cost estimate (PDF).

Task 3 – Contract Documents (90%) - Permit application packages (SWFWMD, City Building, FDEP) including supporting information (pump data and structural calculations), 90% Design Drawings, construction cost estimate, draft Project Manual (Word and PDF), and FDOT grant assistance for construction phase funding.

Task 4 – Bid Documents - Final construction cost estimate and Bid Package (Construction Drawings and Project Manual).

Task 5 – Bidding Phase Services – Recommendation of Award.

VII. A/E'S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E the lump sum amount of **\$162,627.58**, per Appendix A.

VIII. PROJECT TEAM

Prime Consultant - Infrastructure Consulting & Engineering PLLC

Sub-Consultants - George F. Young, Inc. (Survey), Tierra, Inc. (Geotechnical), and Total Engineering and Construction Solutions (Mechanical-Electrical)

IX. MISCELLANEOUS

In the event of a conflict between this Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Task Order to be executed by their duly authorized representatives on the day and date first above written.

ATTEST

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Chandrasasa Srinivasa
City Clerk

By: _____
Brejesh Prayman, P.E., Director
Engineering & Capital Improvements

(SEAL)

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)

Infrastructure Consulting & Engineering
(Company Name)

By: [Signature]
(Authorized Signatory)

Vice President
(Printed Name and Title)

Date: 1/3/2022

WITNESSES:

By: [Signature]
(Signature)

Marty Morlan
(Printed Name)

By: [Signature]
(Signature)

MICHAEL SCHOFIELD
(Printed Name)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
AW Airport - Fuel Farm Replacement
Project No. 22059-113

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Senior Project Manager	Project Manager	Senior Engineer	Engineer	Designer	Technician	Environmental Scientist	Clerical	Total Hours	Labor Cost
Direct Salary		\$ 82.00	\$ 68.00	\$ 63.00	\$ 50.00	\$ 40.00	\$ 37.00	\$ 43.00	\$ 27.00		
Multiplier 1.7682		\$ 145.00	\$ 120.24	\$ 111.40	\$ 88.41	\$ 70.73	\$ 65.43	\$ 76.04	\$ 47.75		
Billing Rates ¹		\$ 227.00	\$ 188.24	\$ 174.40	\$ 138.41	\$ 110.73	\$ 102.43	\$ 119.04	\$ 74.75		
TASK											
1	Task 1 - Program Verification and Data Collection	11	7	6	11	2	28	0	5	70	\$ 9,846.84
2	Task 2 - Preliminary Design	7	4	10	18	15	36	0	2	92	\$ 12,075.27
3	Task 3 - Contract Documents	4	2	9	33	12	39	0	0	99	\$ 12,745.14
4	Task 4 - Bid Documents	2	4	7	15	4	18	0	14	64	\$ 7,837.07
5	Task 5 - Bidding Phase Services	5	3	2	11	0	19	0	6	46	\$ 5,965.70
Totals		29	20	34	88	33	140	0	27	371	\$ 48,470.02

II. Fee Calculation


Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$9,846.84	\$0.00	\$37,221.49	\$1,861.07	\$48,929.40
2	\$12,075.27	\$0.00	\$23,500.00	\$1,175.00	\$36,750.27
3	\$12,745.14	\$0.00	\$23,500.00	\$1,175.00	\$37,420.14
4	\$7,837.07	\$0.00	\$23,500.00	\$1,175.00	\$32,512.07
5	\$5,965.70	\$0.00	\$1,000.00	\$50.00	\$7,015.70
Total	\$48,470.02	\$0.00	\$108,721.49	\$5,436.07	\$162,627.58

III. Fee Limit

Lump Sum Cost	\$162,627.58
Allowance⁴	\$0.00
Total:	\$162,627.58

IV. Notes:

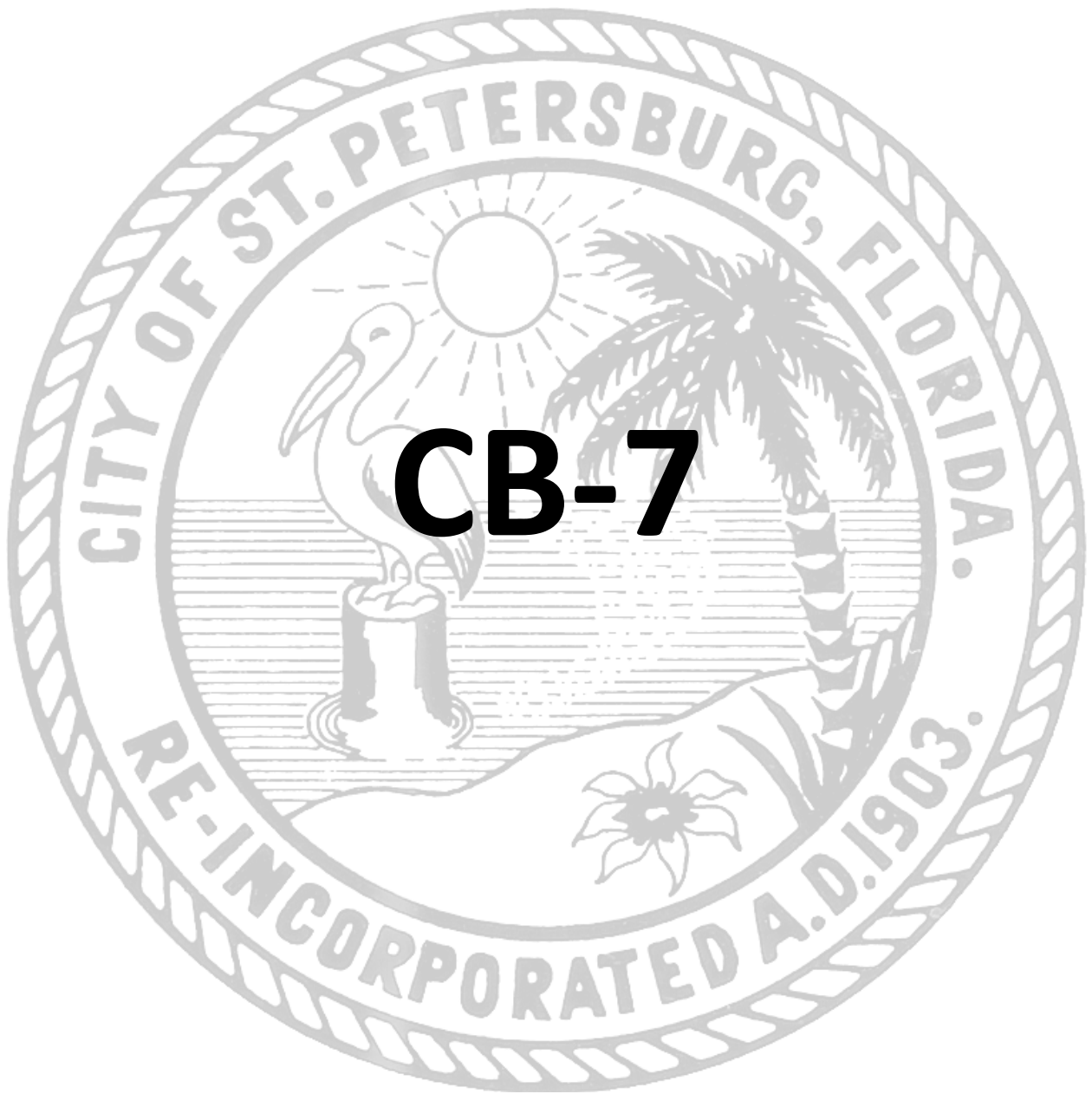
1. Rates and Multiplier per contract.
2. Includes expenses for:
3. Includes 5 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.

 <div style="text-align: center;"> -- City of St. Petersburg Authorization Request -- General Authorization </div>					Request #
					142754
Name:	Johnson, Sarah B	Request Date:	05-JAN-2022	Status:	APPROVED

Authorization Request	
Subject:	Council - 1/20
Message:	22059-113 - ICE - Airport Fuel Farm - Task Order
Supporting Documentation:	ICE - AW Airport Fuel Farm - Task Order - Final.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	05-JAN-2022	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	06-JAN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	06-JAN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	07-JAN-2022	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District for the Sensible Sprinkling Program Phase 10 for a total project cost of \$100,000.00; and providing an effective date. Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 20, 2022

TO: Honorable Gina Driscoll, Council Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute a Cooperative Funding Agreement between the City of St. Petersburg, Florida and the Southwest Florida Water Management District for the Sensible Sprinkling Program Phase 10 for a total Project cost of \$100,000.

EXPLANATION: The Water Resources Department and the Southwest Florida Water Management District (SWFWMD) are proposing to enter into a FY2022 Cooperative Funding Agreement for Phase 10 of a Sensible Sprinkling Program (“Project”). During Phase 10, the City and SWFWMD anticipate providing 300 audits and 300 rain sensor installations to all water customers with working in-ground irrigation systems. Efforts will be made to target customers who have not previously participated in this Program. An educational packet promoting outdoor and indoor water conservation practices will complement this Program. The first eight phases of the Program were highly successful with over 2,960 sprinkler system audits and almost 2,600 rain sensors installed, all for no cost to water customers.

The Agreement with the SWFWMD has a total project cost of \$100,000. The City of St Petersburg agrees to fund 50% of the total cost or \$50,000 and the SWFWMD agrees to fund 50% of the total cost or \$50,000. The District's Agreement includes a provision for attorney's fees and costs incurred by the District if the City fails to complete the Project in accordance with the Agreement, or to appropriate sufficient funds to complete the Project and the City fails to repay those funds. Generally, the City will not enter into a contract including attorney fees provisions and the decision to accept District funding should be made taking the potential risk of having to pay such fees and costs into account. There have been no contract claims on the previous co-funding agreements. The non-appropriation clause does not specifically limit funding by the City to an annual appropriation; however, since the City’s funding is appropriated in advance of the Project, the legal risk that the Agreement would be found void appears small.

Administration recommends that the Mayor or his designee be authorized to execute the FY2022 Cooperative Funding Agreement with the Southwest Florida Water Management District for funding the City of St. Petersburg Sensible Sprinkling Program Phase 10.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Water Conservation Administration Division (420-2133), Sensible Sprinkling Program Project (TBD).

ATTACHMENTS: SWFWMD Agreement, Resolution.

RESOLUTION NO. 2022-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A COOPERATIVE FUNDING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT FOR THE SENSIBLE SPRINKLING PROGRAM PHASE 10 FOR A TOTAL PROJECT COST OF \$100,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Southwest Florida Water Management District (“District”) and the City of St. Petersburg (“City”) entered into an initial agreement in 2001 and entered into subsequent agreements for a water conservation initiative program known as the Sensible Sprinkling Program (“Project”); and

WHEREAS, in order to continue the Project, the District and the City wish to enter into a new agreement in FY2022 for a total amount not to exceed \$100,000.00, with the District’s contribution not to exceed \$50,000.00; and

WHEREAS, the District and the City have agreed upon the type and extent of the Project to be completed and the amount and method of compensation to be paid by the District to the City for the implementation of the Project.

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 Cooperative Funding Agreement between the City and the District for the Sensible Sprinkling Program Phase 10 for a total Project cost of \$100,000.00.

This Resolution shall take effect immediately upon its adoption.

Approvals:

/s/ Devon E. Haggitt
City Attorney (Designee)
00601129

/s/ Claude D. Tankersley
Administration

AGREEMENT NO. 22CF0003710

Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District), 2379 Broad Street, Brooksville, Florida 34604, and the Cooperator named below.

Project Information

Cooperator Name:	<u>City of St. Petersburg</u>
Cooperator Address:	<u>1650 3rd Avenue N</u>
	<u>St. Petersburg, Florida 33713</u>
Project Number:	<u>Q256</u>
Project Name:	<u>St. Petersburg Sensible Sprinkling Program - Phase 10</u>
Entity Type:	<u>Public</u>
Project Description:	<u>This Project consists of providing approximately 300 irrigation evaluations to single family, multi-family and commercial customers. The Project will include program administration and evaluations with recommendations for optimizing the use of water outdoors through Florida-friendly Landscaping TM practices and other efficient irrigation best management practices.</u>
Electronic Signature:	<u>Yes</u>

Funding/Agreement Information

Effective Date:	<u>10/1/2021</u>	Expiration Date:	<u>12/31/2024</u>
Type/Risk Level (1-3):	<u>Type 1</u>	O&M Expiration Date:	<u>No</u>
Anticipated Total Project Cost:	<u>\$100,000</u>	Multi-Year Funded Project:	<u>No</u>
District's Maximum Share:	<u>\$50,000</u>	Funding Approved:	<u>FY: 2022 \$50,000</u>
		District Funding:	<u>50%</u>
State Funding:	<u>No</u>	CSFA #:	<u> </u> Title: <u> </u>
Federal Funding:	<u>No</u>	CFDA #:	<u> </u> Title: <u> </u>
Cooperator's Total Share:	<u>\$50,000</u>	Land Acquisition Cost:	<u>No</u>
Third Party Review:	<u>No</u>	Conservation Easement:	<u>No</u>

Party Contacts

District Contract Manager

Name:	<u>Brent White, Senior Water Supply Analyst</u>
Address:	<u>2379 Broad Street</u>
	<u>Brooksville, Florida 34604</u>
Phone:	<u>1-800-423-1476 x4214</u>
Email:	<u>Brent.White@swfwmd.state.fl.us</u>

Cooperator Project Manager

Name:	<u>Christine Claus</u>
Address:	<u>1650 3rd Avenue N</u>
	<u>St. Petersburg, Florida 33713</u>
Phone:	<u>727-892-5688</u>
Email:	<u>Chris.Claus@stpete.org</u>

The Parties agree to comply with the terms and conditions of the following checked exhibits and attachments, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Standard Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (Aquifer Storage & Recovery and Recharge)
X	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Study, Conservation, Watershed Management Plan, or Third-Party Review {design only})
	Exhibit B - CFI Special Terms and Conditions – Construction/Non-Construction (Septic to Sewer)
X	Exhibit C - Project Plan
	Exhibit D - State Funding Terms and Conditions
	Exhibit E - Federal Funding Terms and Conditions
	Exhibit F - Special Audit Requirements
	Exhibit G - Miscellaneous
	Additional Exhibits (if necessary)
	Attachment 1 - Contingency Funds Justification Form
	Attachment 2 - Minority/Women Owned and Small Business Utilization Report Form
	Attachment 3 - Sample Conservation Easement
X	Attachment 4 - Cooperative Funding Agreement Checklist
	Additional Attachments (if necessary)

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

Southwest Florida Water Management District

By: _____
 Name: _____ Date: _____
 Title: _____

City of St. Petersburg

By: _____
 Name: _____ Date: _____
 Title: _____

Attest:

By: _____
 Chan Srinivasa, City Clerk

Approved as to Form and Content:

By: _____
 City Attorney (Designee)

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.

2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total Project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.

3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.

4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.

5. Funding.

5.1. The anticipated total cost of the Project is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.

5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.

- 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.
- 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
- 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of the 30% design package:
 - 5.7.1. The District shall withhold reimbursement of the costs associated with the 30% design package in an amount equivalent to half the cost of the third-party review.
 - 5.7.2. The District has the right to terminate this Agreement without further payment obligation at the option of the District Governing Board, in its sole discretion, after being presented with the third-party review. If the Board decides to terminate this Agreement, the District shall not be obligated to reimburse the Cooperator for any post-30% design work.

6. Funding Contingency.

The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement. The District's funding percentage is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

- 7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.
- 7.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance

with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.”

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

“The Cooperator received a total of \$__ in federal and state appropriations or grant monies for the Project and \$__ has been allocated to this invoice, reducing the District’s and Cooperator’s share of this invoice to \$__ / \$__ respectively.”

- 7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District’s Contract Manager to expedite the review process.
- 7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time.
- 7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties’ execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District’s Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District’s Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District’s Assistant Executive Director. The District’s Assistant Executive Director in consultation with the District’s Office of General Counsel will issue the District’s final determination. The Cooperator’s continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and shall indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for

that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

- 12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.
- 12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
- 12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.
- 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Diversity in Contracting and Subcontracting.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

18.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

18.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

19. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

20. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

21. Lobbying Prohibition.

Pursuant to Section 216.347, F.S., the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

22. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

AGREEMENT NO. 22CF0003710

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Non-Construction
Study, Conservation, Watershed Management Plan, or
Third-Party Review (design only)

1. Project Funding.

The District Governing Board approved the funding of this Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.

2. Repayment.

2.1 The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; or e) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including any O&M Period. Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

2.2 Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.

2.3 If the Cooperator is obligated to repay the District under any Paragraph of this Agreement, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.

2.4 The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.

2.5 This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Compensatory Treatment Mitigation.

If the Project progresses into the construction phase, the Project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The Project shall not be used for water use permitting withdrawal credits. The Project can be used for self-mitigation due to impacts specifically associated with the construction of the Project. This Paragraph shall survive the expiration or termination of this Agreement.

4. Additional Clauses. *Checked paragraphs apply.*

☐ Feasibility Study Alternatives.

The parties acknowledge that the Project is a feasibility study. If, during the course of the Project, an alternative is determined not to be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations, the Cooperator shall notify the District and cease work on the infeasible alternative. The Cooperator may request reallocating funds to another alternative in accordance with this Agreement. The approval of such request for reallocation of funds shall be in the District's sole discretion.

☐ Ownership of Documents and Other Materials.

All documents and goods or products, including the associated intellectual property rights, developed in connection with this Agreement shall be the property of the District and the Cooperator, jointly. Notwithstanding the above, all Project infrastructure shall be the sole property of the Cooperator. This Paragraph shall survive the expiration or termination of this Agreement.

☒ Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

☐ 15 days of receipt.

☒ 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

☐ 10 days of receipt.

☒ 20 days of receipt.

☐ Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211, Ext. 4104
GrantsAccounting@watermatters.org

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

EXHIBIT C PROJECT PLAN

PROJECT DESCRIPTION

This Project will make available approximately 300 irrigation system evaluations to single family, multi-family, and commercial customers; approximately 300 of rain sensor devices for Project participants who do not have a functioning device. The Cooperator shall provide program administration, evaluations with recommendations for optimizing the use of water outdoors through Florida-Friendly™ Landscaping practices and other efficient irrigation best management practices, educational materials, and Florida-Friendly™ conservation devices, program promotion, and surveys necessary to ensure the success of the program. The Cooperator shall ensure that a minimum of 10 percent of the completed evaluations will have follow-up evaluations performed. Should actual costs be less than anticipated, the Cooperator may perform more installations/rebates as the availability of funds allow, with the written approval of the District in its sole discretion.

The Project will conserve an estimated 54,900 gallons per day if the Project is fully implemented.

MEASURABLE BENEFIT

The implementation of the program and completion of the Cooperator's final report in accordance with the requirements of this Agreement.

PROJECT TASKS

1. **IRRIGATION EVALUATIONS** – The Cooperator shall be responsible for: 1) scheduling appointments with customers; 2) managing and performing rain sensor installations; 3) performing on-site irrigation system evaluations and follow-up evaluations; 4) preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer; 5) tracking all program activity in an electronic database; 6) working with customers to guide them through the program; 7) collecting customer survey data and performing subsequent data analysis in electronic form.
2. **PROMOTION AND EDUCATION** – The Cooperator shall promote the Project through marketing and interaction with the irrigation and landscaping industries and direct utility customers. The Cooperator shall assemble and provide participants with Florida-Friendly™ Landscaping educational materials, conservation devices and education materials pertaining to irrigation system function with an emphasis on water conservation to ensure long-term, effective equipment operation.
3. **SAVINGS ANALYSIS** – The Cooperator shall be responsible for a water savings analysis based on one full year of pre-implementation water use data and one full year of post-implementation water use data. This includes obtaining customer water use data and performing the subsequent data analysis.
4. **DRAFT/FINAL REPORTS** – The Cooperator shall provide a draft final report and final report. The report shall contain the following information: 1) if evaluation: number and location of evaluations performed and number of water conservation DIY kits distributed; 2) if evaluation: the number and location of follow-up evaluations performed; 3) if evaluation: analysis of follow-up evaluations assessing homeowner willingness to performing items from initial evaluation; 4) a summary of program background, implementation, and methods used to promote the Project; 5) full accounting of all funds expended during and in relation to the Project; 6) customer surveys to determine the satisfaction with the Project; 7) water use data and water savings based on one full year of pre-implementation water use data and one full year of post-implementation water use data; 8) all pertinent information regarding the program findings, associated conclusions and

recommendations for future programs; 9) comparison of the number of proposed implementations and the actual number of implementations, and if the actual is less than the proposed an explanation of why.

DELIVERABLES

The Cooperator shall provide:

- Draft final report
- Final report submitted with the final invoice

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Irrigation Evaluations/Rain Sensors	10/01/2021	09/30/2022
Promotion and Education	10/01/2021	11/30/2022
Follow-Up Evaluations	12/01/2021	11/30/2022
Savings Analysis	10/01/2022	09/30/2023
Draft Final Report	10/01/2023	12/31/2023
Final Report	01/01/2024	03/30/2024

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Approximately 300 irrigation evaluations, administration, additional zones, rain sensor install at \$265.00 each	\$39,750	\$39,750	\$79,500
Approximately 300 rain sensors at \$26.66 each	\$4,000	\$4,000	\$8,000
Approximately 30 follow-up evaluations (based on 10% of 300 total evaluations) @ \$165.00 each	\$2,475	\$2,475	\$4,950
Savings Analysis	\$0	\$0	\$0
Florida-friendly™ Educational Materials &, Program Promotion, & Surveys. Includes: hose nozzles, screwdrivers for adjusting irrigation heads, printing, assembly & postage	\$3,775	\$3,775	\$7,550
Draft/Final Report	\$0	\$0	\$0
TOTAL PROJECT COSTS	\$50,000	\$50,000	\$100,000

The above costs and quantities are estimated pending vendor contract costs. Should actual costs be less than shown above, the Cooperator may perform more installations/issue more rebates, with the written approval of the District, in its sole discretion, and as the availability of funds allows and the participating utilities identify customers to participate. In no instance will the District's reimbursement exceed 50% of the actual cost of the service(s) and installation(s).

Attachment 4: Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Agreement terms throughout Project implementation.

Cooperator**District****For Studies and Design:**

- ☐ ☐ Copy of contract with consultant. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with consultant that includes items that are not reimbursable
- ☐ ☐ All Draft and Final Reports and/or design drawings per the Exhibit C Project Plan

For Construction Reimbursement:

- ☐ ☐ Copy of bid documents and bid form. If bid documents and bid form are not provided to the District prior to bidding, the Cooperator may be advertising for items that are not reimbursable
- ☐ ☐ Copy of contract with contractor. If contract is not provided to the District prior to execution, the Cooperator may be executing a contract with contractor that includes items that are not reimbursable
- ☐ ☐ Copy of Notice to Proceed to contractor
- ☐ ☐ Owner Direct Purchase Statement
- ☐ ☐ Copy of construction permits
- ☐ ☐ If land acquisition included, review and comment from District's Real Estate Services on appropriate land value
- ☐ ☐ Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement
- ☐ ☐ Copy of all required federal, state, and local environmental permit approvals and permitted drawings

During Project Work:

- ☐ ☐ Quarterly (see Exhibit A paragraph 11) status reports
- ☐ ☐ Invoices for reimbursement (per Exhibit A paragraph 7)
- ☐ ☐ Contingency Form for each contingency item
- ☐ ☐ Request(s) for changes to prime contacts
- ☐ ☐ Request(s) to extend project task deadline and/or adjustments to line item budget
- ☐ ☐ Request(s) for changes to scope, budget, and/or schedule requiring an amendment to the agreement
- ☐ ☐ M/W/SME Form must be submitted to the District if an amendment is executed that increases the total Project cost. This will apply to amendments when authorizing post-TPR work

Close Out:

Prior to Final Payment Reimbursement the Cooperator will provide to the District:

- ☐ ☐ Minority/Women Owned and Small Business Utilization Report (If District's share is \$100,000 or greater)
- ☐ ☐ All Deliverables listed in Exhibit C Project Plan as described in the tasks

Survival of the Agreement:

Per Exhibit B, the DISTRICT upon request may review the biennial Operation and Maintenance Report

Certificate Of Completion

Envelope Id: 19C3B71072144499B7B009D382A49EA3

Status: Sent

Subject: Please DocuSign: SWFWMD 22CF0003710 Agreement OGC Approved.pdf

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

MaryMargaret Hull

AutoNav: Enabled

2379 Broad Street

Envelopeld Stamping: Enabled

Brooksville, FL 34604

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

marymargaret.hull@swfwmd.state.fl.us

IP Address: 192.155.215.34

Record Tracking

Status: Original

Holder: MaryMargaret Hull

Location: DocuSign

12/7/2021 5:04:27 PM

marymargaret.hull@swfwmd.state.fl.us

Signer Events**Signature****Timestamp**

Dr. Kanika Tomalin, City Administrator

Sent: 12/8/2021 7:56:22 AM

Kanika.Tomalin@stpete.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Chan Srinivasa, City Clerk

Chandrasah.Srinivasa@stpete.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Devon E. Haggitt, Esq. Assistant City Attorney

Devon.Haggitt@stpete.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Christine Claus, Project Manager

chris.claus@stpete.org

Security Level: Email, Account Authentication
(None)**VIEWED**

Sent: 12/7/2021 5:11:29 PM

Viewed: 12/8/2021 7:56:21 AM

Using IP Address: 24.96.2.182

Electronic Record and Signature Disclosure:

Accepted: 12/8/2021 7:56:21 AM

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Carbon Copy Events**Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Brent White, Project Manager brent.white@watermatters.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/7/2021 5:11:29 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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Your Consent to Use Electronic Records and Signatures

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at ESignQuestions@swfwmd.state.fl.us of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

Right to Have Records Provided on Paper

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

Right to Withdraw Your Consent to Receive Electronic Records; Consequences

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at ESignQuestions@swfwmd.state.fl.us. Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

Hardware and Software Minimum Requirements

To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.



-- City of St. Petersburg Authorization Request --

General Authorization

Request #

143097

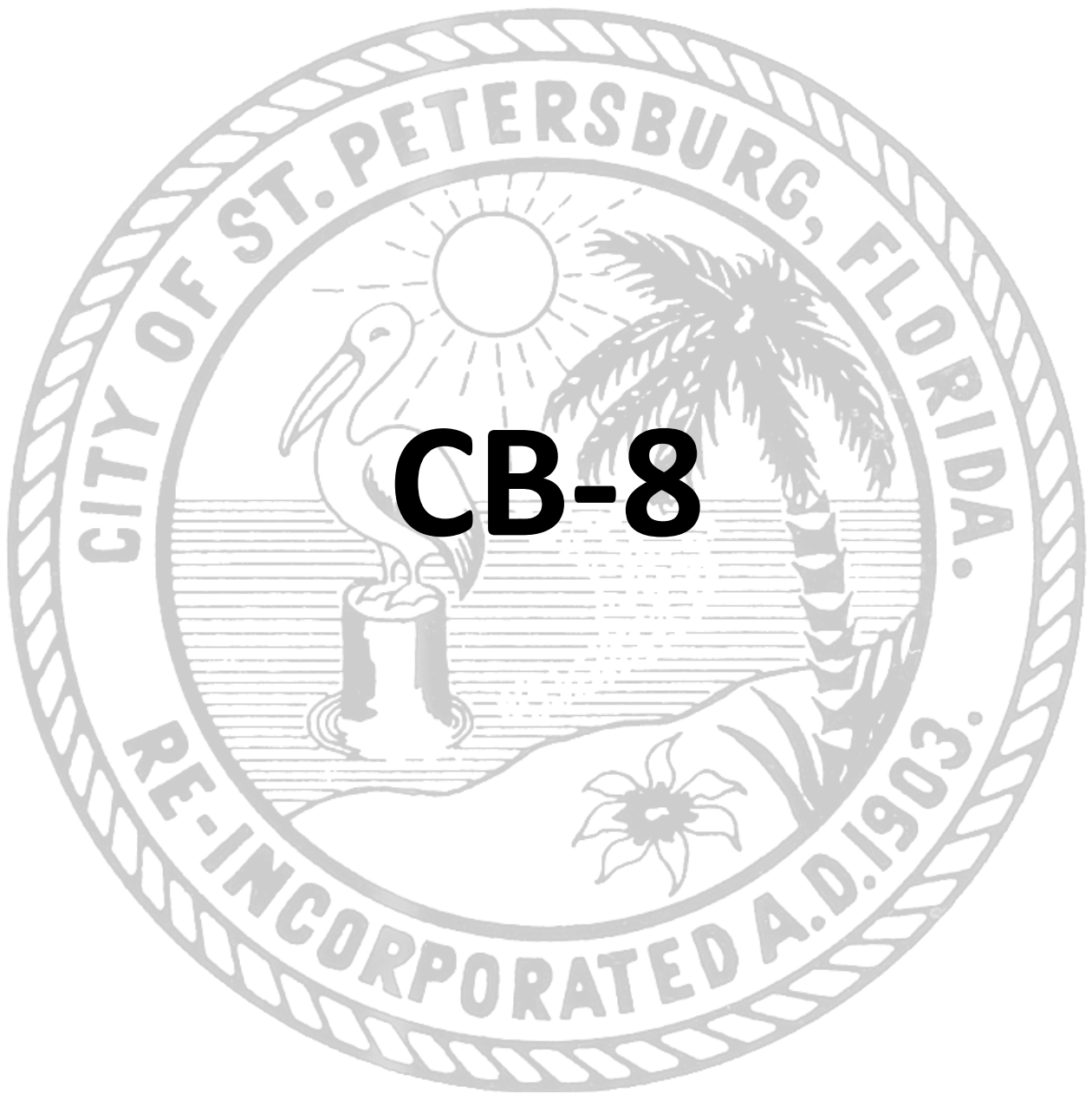
Name:	Johnson, Sarah B	Request Date:	07-JAN-2022	Status:	APPROVED
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Authorization Request

Subject:	Council - 1/20 (WR)
Message:	SWFWMD - Sensible Sprinkle - CFA
Supporting Documentation:	Documents Council Consent Sensible Sprinkl Ph10 Grant Agreement SWFWMD 20220120.pdf

	Approver	Completed By	Response	Response Date	Type
0	Johnson, Sarah B		SUBMITTED	07-JAN-2022	
1	Palenchar, John Edward	Palenchar, John Edward	APPROVE	07-JAN-2022	User Defined
2	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	07-JAN-2022	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	07-JAN-2022	User Defined

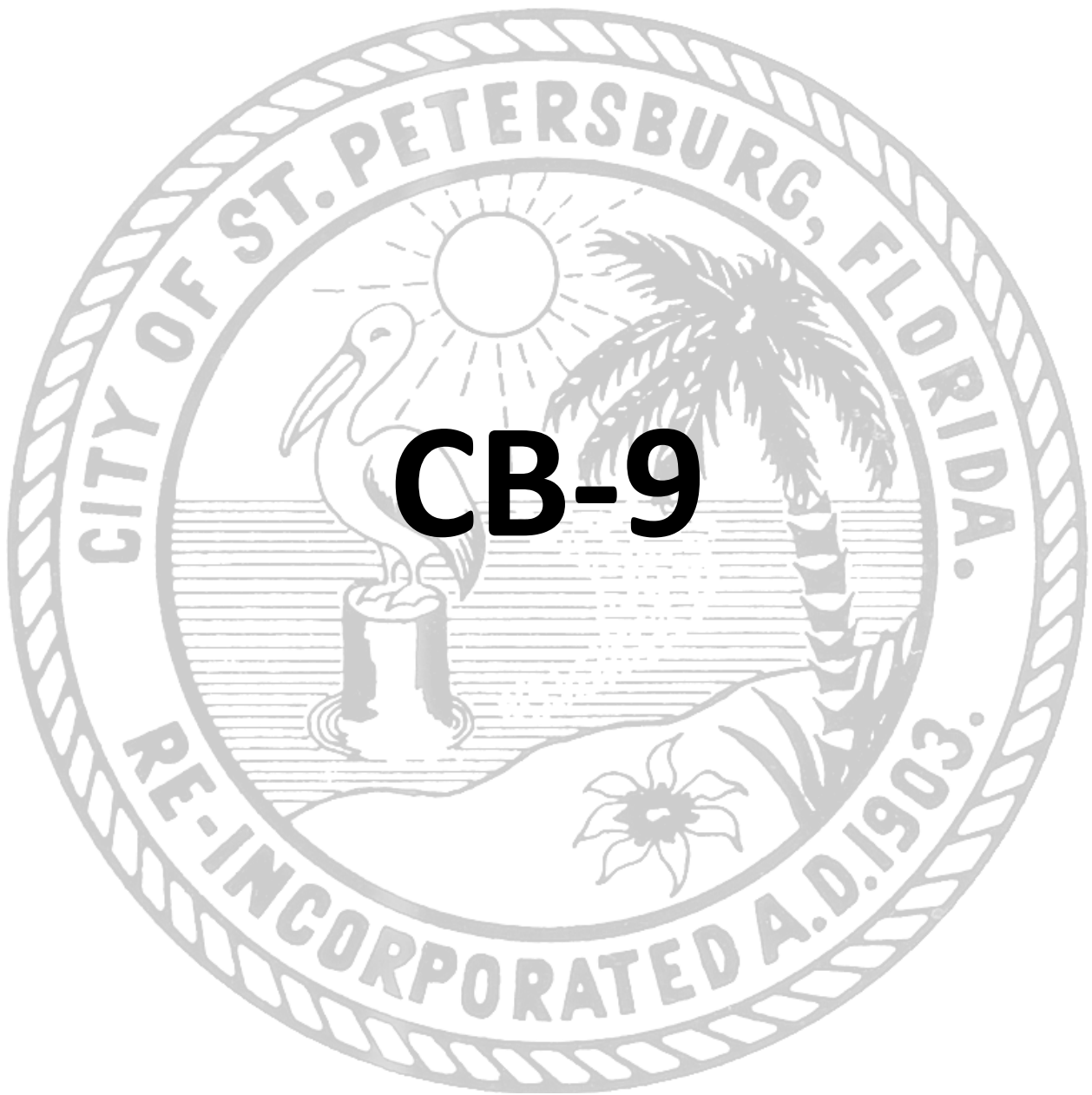
The following page(s) contain the backup material for Agenda Item: A Resolution providing for the waiver, on a one-time basis, of City Code Section 2-337; confirming the appointment of Gregory Holzwart and Roland Ribblet to the Code Enforcement Board for a third consecutive term ending December 31, 2024; finding that such waiver will provide a benefit to the City and its citizens; and providing an effective date.
Please scroll down to view the backup material.



CB-8

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to accept an award in the amount of \$9,540 from Baycare Health System (St. Anthony's Hospital, Inc.) To support the City's Play Healthy Initiative and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$9,540 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Healthy St. Pete Division (190-1587); and providing an effective date.

Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL

Consent Agenda

January 20, 2022

TO: The Honorable Gina Driscoll, Chair, and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to accept an award in the amount of \$9,540 from BayCare Health Systems (St. Anthony's Hospital, Inc.) to support the City's Play Healthy Initiative and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$9,540 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Healthy St. Pete Division (190-1587); and providing an effective date.


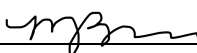
EXPLANATION: The Healthy St. Pete Division implements citywide healthy programs and aims to increase access to physical fitness opportunities for school-aged children throughout the city. Through a continuing partnership with BayCare Health Systems (St. Anthony's Hospital, Inc.) Healthy St. Pete will distribute fitness play packs to children in St. Petersburg schools. The fitness play packs aim to promote physical fitness skills with a focus on hand/eye and foot/eye coordination, sports, and encourage children to reach the recommended sixty (60) minutes per day of physical activity. Families will also receive additional evidenced-based curriculum and information to promote social emotional health.

RECOMMENDATION: The Administration recommends that the City Council adopt the attached resolution authorizing the Mayor or his designee to accept an award in the amount of \$9,540 from BayCare Health Systems (St. Anthony's Hospital, Inc.) to support the City's Play Healthy Initiative and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$9,540 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks & Recreation Department, Healthy St. Pete Division (190-1587); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of \$9,540 will be received from BayCare Health System and deposited into the General Fund (0001). Funding will be available after the approval of a supplemental appropriation in the amount of \$9,540 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues to the Parks & Recreation Department, Healthy St. Pete Division (190-1587) is required. to the Parks & Recreation Department, Healthy St. Pete Division (190-1587)

ATTACHMENTS: Resolution

APPROVALS:

Administration:  Budget: 

Resolution No. 2021-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT AN AWARD IN THE AMOUNT OF \$9,540 FROM BAYCARE HEALTH SYSTEM (ST. ANTHONY'S HOSPITAL, INC.) TO SUPPORT THE CITY'S PLAY HEALTHY INITIATIVE AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$9,540 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE PARKS & RECREATION DEPARTMENT, HEALTHY ST. PETE DIVISION (190-1587); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, BayCare Health Care System (St. Anthony's Hospital, Inc.) has awarded the City \$9,540.00 under the Play Healthy Initiative to support the distribution of physical fitness play packs to school-age children in St. Petersburg; and

WHEREAS, the Play Healthy Initiative (which is a program of the Healthy St. Pete Division) aims to promote physical fitness skills with a focus on hand/eye and foot/eye coordination, sports, and encourages children to reach the recommended sixty (60) minutes per day of physical activity; and

WHEREAS, fitness play packs will provide additional information and resources to increase children's access to social emotional health resources and activities for families to utilize at home; and

WHEREAS, the funding awarded to the City will be utilized to purchase equipment and supplies for fitness play packs to be distributed to school-aged children in the city; and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept an award in the amount of \$9,540 from BayCare Health System (St. Anthony's Hospital, Inc.) to support the city's Play Healthy initiative and to execute all documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, the following supplemental appropriation for FY22:

<u>General Fund (0001)</u>	
Parks & Recreation Department, Healthy St. Pete Division (190-1587)	\$9,540

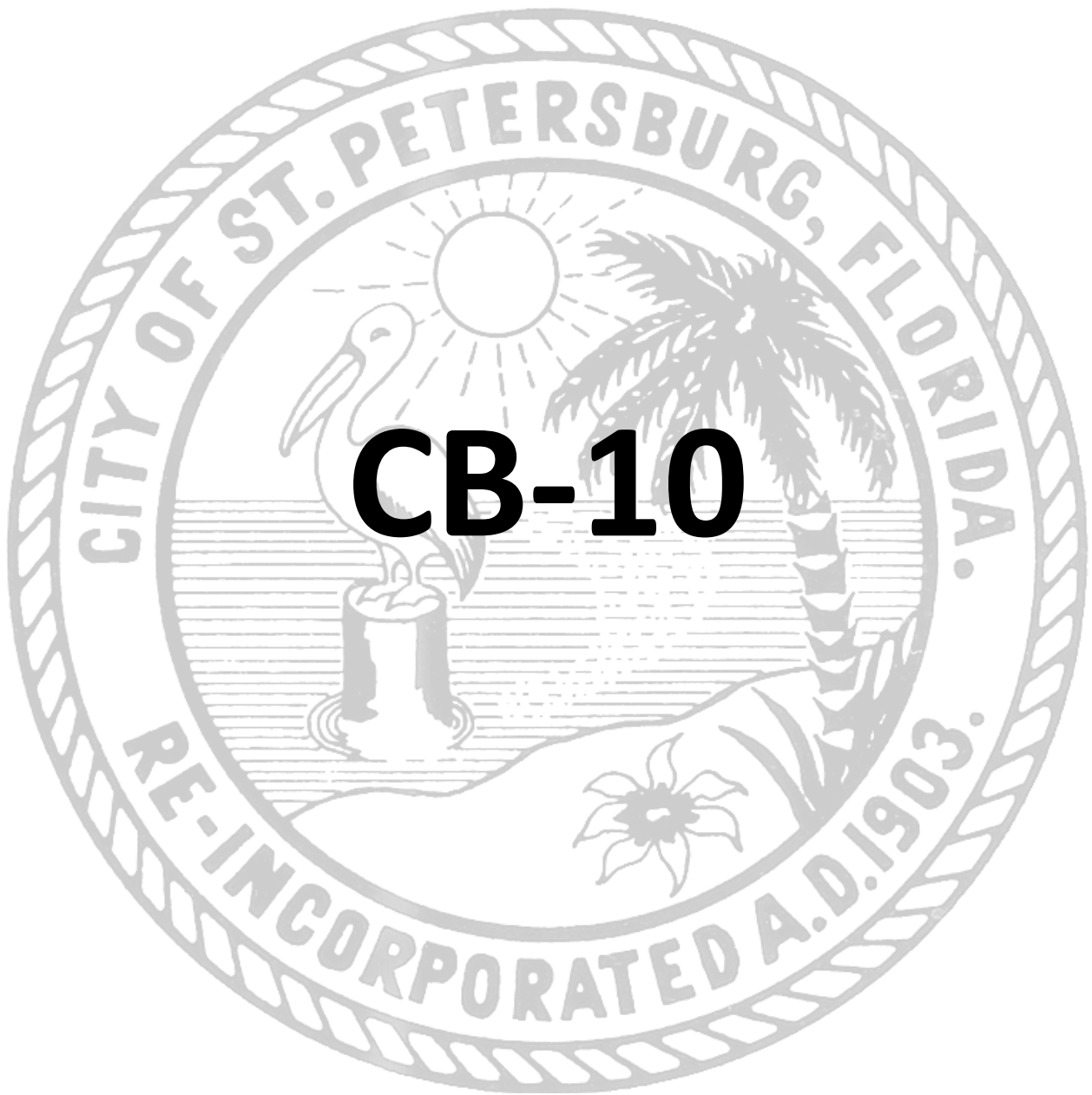
This resolution shall become effective immediately upon its adoption.

Legal: Chris
00602969

Administration: Mike

Budget: E Makofske

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to accept additional grant funds in the amount of \$21,421.10 from the State of Florida Department of Health, Pinellas County Health Department (Department) towards the City's Health in All Policies framework paid by the Foundation for a Healthy St. Petersburg; Approving the Second Amendment to the grant agreement, as amended, between the City of St. Petersburg and Department to increase the grant funding amount and extend the term of the grant agreement until April 30, 2022; Authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$21,421.10 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587); and providing an effective date.
Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of January 20, 2022

TO: The Honorable Gina Driscoll, Chair, and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to accept additional grant funds in the amount of \$21,421.10 from the State of Florida Department of Health, Pinellas County Health Department (Department) towards the City's Health in All Policies framework paid by the Foundation for a Healthy St. Petersburg; Approving the Second Amendment to the grant agreement, as amended, between the City of St. Petersburg and Department to increase the grant funding amount and extend the term of the grant agreement until April 30, 2022; Authorizing the Mayor or his designee to execute the Second Amendment and all other documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$21,421.10 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587); and providing an effective date.

EXPLANATION: A Health in All Policies (HiAP) framework recognizes that social determinants, conditions where we are born, live, work, play, worship, and age, have a strong effect on health. A HiAP framework encourages local governments to acknowledge and act upon the fact that resources and policies related to food access, housing, transportation, safety, education, land use, air and water quality, criminal justice, and economic development have a direct impact on health and are sometimes unequally distributed among populations. The Department proposes, with the assistance of its community partners, to transform local policymaking by bringing a HiAP approach across government and community sectors. Healthy St. Pete, a Division of the Parks and Recreation Department, hired a planner to work exclusively on a HiAP framework implementation. The planner is responsible for assessing and tracking city and state legislation, regulations, and policies pertinent to the elimination of health disparities, especially within high-risk areas, to create a healthier community.

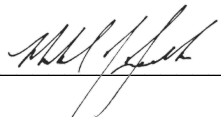
On March 1, 2021 the State of Florida Department of Health, Pinellas County Health Department (Department) awarded the City of St. Petersburg (City) \$78,573.75 to support the City's implementation of the Health in All Policies framework. On October 1, 2021 the City and Department executed the First Amendment to the grant agreement to extend the term to January 31, 2022 and decrease the grant amount to \$52,802.48 due to projected expenditures by the City. The Department and the City now desire to execute a Second Amendment to the grant agreement to extend the term to April 30, 2022 and increase the funding amount by \$21,421.10 for a total grant award of \$74,223.58 for the services and deliverables required by the grant agreement during the period commencing on February 1, 2022 and ending April 30, 2022.

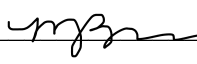
Based on the above information, it is recommended that Council approve the attached resolution.

COST/FUNDING/ASSESSMENT INFORMATION: Revenue in the amount of \$21,421.10 will be received from the Department and deposited into the General Fund. Funds will be available after the approval of a supplemental appropriation in the amount of \$21,421.10 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587).

ATTACHMENTS: Resolution

APPROVALS:

Administrative: 

Budget: 

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT ADDITIONAL GRANT FUNDS IN THE AMOUNT OF \$21,421.10 FROM THE STATE OF FLORIDA DEPARTMENT OF HEALTH, PINELLAS COUNTY HEALTH DEPARTMENT (DEPARTMENT) TOWARDS THE CITY'S HEALTH IN ALL POLICIES FRAMEWORK PAID BY THE FOUNDATION FOR A HEALTHY ST. PETERSBURG; APPROVING THE SECOND AMENDMENT TO THE GRANT AGREEMENT, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG AND DEPARTMENT TO INCREASE THE GRANT FUNDING AMOUNT AND EXTEND THE TERM OF THE GRANT AGREEMENT UNTIL APRIL 30, 2022; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$21,421.10 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL GRANT REVENUES, TO THE PARKS AND RECREATION DEPARTMENT, HEALTHY ST. PETE DIVISION (190-1587); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 1, 2021 the State of Florida Department of Health, Pinellas County Health Department (Department) awarded the City of St. Petersburg (City) \$78,573.75 to support the City's implementation of the Health in All Policies framework; and

WHEREAS, on October 1, 2021 the City and Department executed the First Amendment to the grant agreement to extend the term to January 31, 2022 and decrease the grant amount to \$52,802.48 due to projected expenditures by the City; and

WHEREAS, the City and Department desire to execute a Second Amendment to the grant agreement, as amended, to extend the term to April 30, 2022 and increase the funding amount by \$21,421.10 for a total grant award of \$74,223.58; and

WHEREAS, Health in All Policies is consistent with the City's sustainability vision and mission statement and supports the long-term goals of the Healthy St. Pete initiative, Integrated Sustainability Action Plan, STAR Community Rating leadership certification, commitment to LEED and Envision standards, Greenhouse program, Grow Smarter Initiative, and South St. Petersburg CRA Redevelopment plan; and

WHEREAS, this additional funding will be available after a supplemental appropriation in the amount of \$21,421.10 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Healthy St. Pete Division (190-1587); and

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept additional grant funds in the amount of \$21,421.10 from the State of Florida Department of Health, Pinellas County Health Department (Department) towards the City's Health in All Policies framework paid by the Foundation for a Healthy St. Petersburg.

BE IT FURTHER RESOLVED that the Second Amendment to the grant agreement, as amended, between the City of St. Petersburg and Department to increase the grant funding amount and extend the term of the grant agreement until April 30, 2022 is hereby approved.

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

BE IT FURTHER RESOLVED, that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, the following supplemental appropriation for FY22:

General Fund

Parks and Recreation Department, Healthy St. Pete
Division (190-1587)

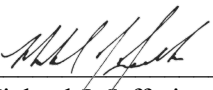
\$21,421.10

This resolution shall take effect immediately upon its adoption.

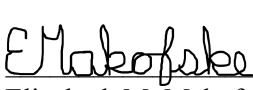
LEGAL:

/s/ Devon E. Haggitt

DEPARTMENT:


Michael J. Jefferis, Administrator
Leisure Services Administration

BUDGET:


Elizabeth M. Makofske, Director
Budget and Management Administration