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

CITY OF ST. PETERSBURG

May 18, 2023 3:00 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: 975 6564 6765#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: https://zoom.us/j/97565646765

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.

May 18, 2023 3:00 PM

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 <u>public hearing or quasi-judicial items listed on the agenda</u>, 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 threeminute 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. Reports

- 1. A Resolution of the City of St. Petersburg, Florida (City) approving an Interlocal Agreement between the City and Manatee County Port Authority (Authority) regarding collaboration on dredge material placement and seagrass mitigation efforts; authorizing the City Attorneys Office to make non-substantive changes to the Interlocal Agreement; authorizing the Mayor or his designee to execute the Interlocal Agreement; and providing an effective date.
- 2. A Resolution authorizing the Mayor or his designee to accept a Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency (FEMA), through the pass-through entity, the Florida Division of Emergency Management, at a maximum reimbursement amount of \$443,650; approving a supplemental appropriation in the amount of \$443,650 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this grant funding, to the COS Consol Building FY19 Project (16887); authorizing the Mayor or his designee to execute all documents necessary to effectuate the grant; and providing an effective date.

F. New Business

1. Respectfully requesting a referral to the Budget, Finance, and Taxation Committee to discuss pre-funding during FY 23, a portion of the FY 24 Pension Fund contribution. (Councilmember Gerdes- Staff Request)

- 2. Respectfully requesting a referral to the Legislative Affairs and Intergovernmental Relations Committee for a discussion on the impact of Senate Bill 250 on current city ordinances and ordinances that are in the process at the time of passage. (Chair Gabbard)
- 3. Respectfully requesting a referral to the Public Services & Infrastructure Committee to discuss the enforcement of driving without a license and potential diversion options. (Councilmember Floyd)

G. Council Committee Reports

- 1. April 27, 2023 Youth & Family Services Committee Action Item
 - (a) A Resolution Supporting the Provision of Legal Representation, Through Third-Party Pro-Bono Legal Service Providers, to Tenants in the City Facing Potential Eviction and Otherwise May Not Be Able to Afford Legal Representation.

H. Legal

- 1. A resolution approving the settlement of the lawsuit of William Hubbard, Employee/Claimant vs. City of St. Petersburg, Employer and Commercial Risk Management, Carrier/Servicing Agent, Claim No. C3690446 and providing an effective date.
- 2. <u>A resolution approving settlement of the lawsuit of Annette Carroll v. City of St. Petersburg, Florida, Circuit Court for Pinellas County, Florida, Case No. 21-004365-CI, and providing an effective date.</u>

I. 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 <u>YELLOW</u> 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 Building Securing Number LCA 1645
- 2. Confirming Preliminary Assessment for Building Securing Number SEC 1282
- 3. LDR 2022-06: A private-initiated application requesting a text amendment to the Land Development Regulations: Ordinance 545-H, an Ordinance of the City of St. Petersburg, Florida amending its Land Development Regulations; Amending Section 16.30.020.4 of the City Code relating to the Adaptive Reuse of Historic Buildings Overlay; and providing an effective date. (Legislative)

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.

- 4. Ordinance 133-HL approving the owner-initiated designation of the Standard Oil Service Station, located at 2439 4th Street South, as a Local Historic Landmark of the St. Petersburg Register of Historic Places (City File 22-90300002). [Quasi-judicial]
- 5. A private initiated application for a 1.66-acre site, which consists of the entire eastern facing block of 14th Street North between 7th and 5th Avenues North, just west of St. Anthonys Hospital, requesting amendments to the Future Land Use and Official Zoning maps. (Quasi-judicial)
 - (a) Ordinance 754-L, amending the Future Land Use Map from Planned Redevelopment Residential (PR-R) to Residential Medium (RM) and from Planned Redevelopment Residential (PR-R) to Planned Redevelopment Mixed Use (PR-MU); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.
 - (b) Ordinance 786-Z, amending the Official Zoning Map from Neighborhood Traditional 2 (NT-2) to Neighborhood Suburban Multifamily 1 (NSM-1) and from Neighborhood Traditional Mixed Residential 1 (NTM-1) to Corridor Residential Traditional -1 (CRT-1); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.

J. Open Forum

K. Adjournment

COUNCIL MEETING CITY OF ST. PETERSBURG

Consent Agenda A May 18, 2023

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

(Procurement)

- 1. Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with SP Plus Corporation, for shuttle bus services, for the Municipal Pier District, at an estimated annual cost of \$950,000 per year, for a total contract amount of \$1,963,000.
- 2. Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with Blue Crew Services, Inc., for cleaning and maintenance services, for the Municipal Pier District, at an estimated annual cost of \$878,000 per year, for a total contract amount of \$1,756,000.
- 3. Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with Covenant Security Solutions LLC, for security services, for the Municipal Pier District, at an estimated annual cost of \$650,000 per year, for a total contract amount of \$1,300,000.
- 4. Approving a one-year blanket purchase agreement with Bank of America, N.A. for merchant credit card merchant processing and related services, including Automated Clearing House ("ACH") transaction processing and account verification, and requesting a waiver of Procurement Code Section 2-209(b) pursuant to Procurement Code 2-222, to effectuate a one-year agreement at an estimated annual cost of \$1,000,000.
- 5. Approving a contract with Ric-Man Construction Florida, Inc. for progressive design build services for the Downtown Watermain Replacement Program; authorizing the Mayor, or his designee, to execute an agreement with Ric-Man Construction Florida, Inc. for pre-construction services in the amount of \$876,078.89 (ECID Project No. 21058-111; Oracle No. 18011); and providing an effective date.

(City Development)

(Leisure Services)

6. Approving a resolution authorizing the Mayor or his designee to accept additional funding in the amount of \$644,220 from the Early Learning Coalition of Pinellas, Inc. (ELC), which will be utilized to enhance programs provided by the Parks and Recreation Department; authorizing the Mayor or his designee to execute all documents necessary to

receive this additions funding from ELC; approving a supplemental appropriation in the amount of \$644,220 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional funds, to the Parks and Recreation Department, Administration Division (190-1573), FY23 ELC Stabilization Grant Project (19572); and providing an effective date.

(Public Works)

(Appointments)

(Miscellaneous)

A resolution approving an Amendment ("Plan Amendment") to the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") Program for FY 2021-2024 ("Current Plan"); authorizing the Mayor or his designee to accept a grant of \$2,497,889 from the Florida Housing Finance Corporation ("FHFC") for FY 2022/23 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for extremely-low, very-low, low-, moderate-, and 140% (purchase assistance program only) income persons; and to expend funds in accordance with the current Plan, as amended, upon approval by FHFC; finding that five percent (5%) of the City's SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City's SHIP Program; authorizing the use of up to ten percent (10%) of the City's SHIP allocation plus ten (10%) of the City's SHIP Program Income for administrative costs of the SHIP Program; authorizing the Mayor or his designee to execute the grant requirements with the FHFC as necessary to effectuate this transaction; and providing an effective date.

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B May 18, 2023

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

(Procurement)

- 1. Approving an increase in allocation for the 4th of July fireworks display with Pyro Productions of Alabama, Inc., in the amount of \$50,000, for a total contract amount of \$271,250.
- 2. Accepting a bid from Insight Public Sector, Inc. for Trend Micro support for 3,200 users and a deep discovery inspector appliance, for the Department of Technology Services at a total cost of \$78,176.10.
- 3. Accepting a proposal from Thompson Consulting Services LLC. for disaster related reimbursement assistance.

(City Development)

- 4. A resolution approving an agreement between the City of St. Petersburg, Florida (City) and Pinellas County, Florida for the City to purchase, install, and maintain parking meters for the Judicial County Building parking lot located on the northeast corner of the intersection of 1st Avenue North and 6th Street North at an initial cost not to exceed \$17,000 and an estimated annual revenue to the City of \$12,250 after the initial cost has been recouped; authorizing the City Attorney's office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the Agreement and all other necessary documents; and providing an effective date.
- 5. Authorizing the Mayor, or his designee, to execute a License Agreement with the Police Athletic League of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of the Main Building located at 1450 16th Street North, St. Petersburg, within a portion of the City-owned Woodlawn Park for a period of three (3) years at an aggregate rent of \$36.00; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

(Leisure Services)

(Public Works)

6. A Resolution approving the five-year interlocal agreement ("Interlocal Agreement") between the City of St. Petersburg ("City") and Pinellas County ("County") to provide for the reimbursement of costs for occasional modifications to the Recreational Water Quality Map on the Pinellas County Water Atlas website in an amount not to exceed \$10,000;

authorizing the Mayor or his designee to execute the Interlocal Agreement and all other documents necessary to effectuate this transaction; authorizing the City Attorney's Office to make non-substantive changes to the Interlocal Agreement; and providing an effective date.

7. A Resolution authorizing the Mayor or his designee to accept a Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency (FEMA), through the pass-through entity, the Florida Division of Emergency Management, at a maximum reimbursement amount of \$443,650; approving a supplemental appropriation in the amount of \$443,650 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this grant funding, to the COS Consol Building FY19 Project (16887); authorizing the Mayor or his designee to execute all documents necessary to effectuate the grant; and providing an effective date. (MOVED TO REPORTS AS E-2)

(Appointments)

8. A resolution appointing HanH H. Tran and Christa Bruning as regular members to the Code Enforcement Board; and providing an effective date.

(Miscellaneous)

- 9. Committee of the Whole Meeting Minutes (March 30, 2023)
- 10. Approving a supplemental appropriation in the amount of \$87,500 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Marine Team Dive Equipment Project (19624) for replacement dive equipment for the Fire Rescue Department.
- 11. Public Services & Infrastructure Committee Meeting Minutes (April 13, 2023)
- 12. Budget, Finance, and Taxation Committee Meeting Minutes (April 27, 2023)
- 13. Housing, Land Use, and Transportation Committee Meeting Minutes (April 13, 2023)

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

Economic & Workforce Development Committee

CITY OF ST. PETERSBURG

Thursday, May 25, 2023, 8:30 a.m., City Council Chambers

Budget, Finance & Taxation Committee

Thursday, May 25, 2023, 10:30 a.m., City Council Chambers

CRA/Agenda Review

Thursday, May 25, 2023, 1:30 p.m., City Council Chambers

Committee of the Whole

Thursday, May 25, 2023, 2:00 p.m., City Council Chambers

Joint Committee of the Whole/ Citizens Advisory Committee

Thursday, May 25, 2023, 5:15 p.m., Conference Room 100

City Council Meeting

Thursday, June 1, 2023, 9:00 a.m., City Council Chambers

CITY OF ST. PETERSBURG Board and Commission Vacancies



Civil Service Board

2 Regular Members ((No term date limits))

Civil Service Board

2 Alternate Members ((No term date limits))

Nuisance Abatement Board

2 Regular Members ((Term expires 12/31/24 and 12/31/25))

Nuisance Abatement Board

2 Alternate Members ((Term expires 8/31/24 and 12/31/24))

PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

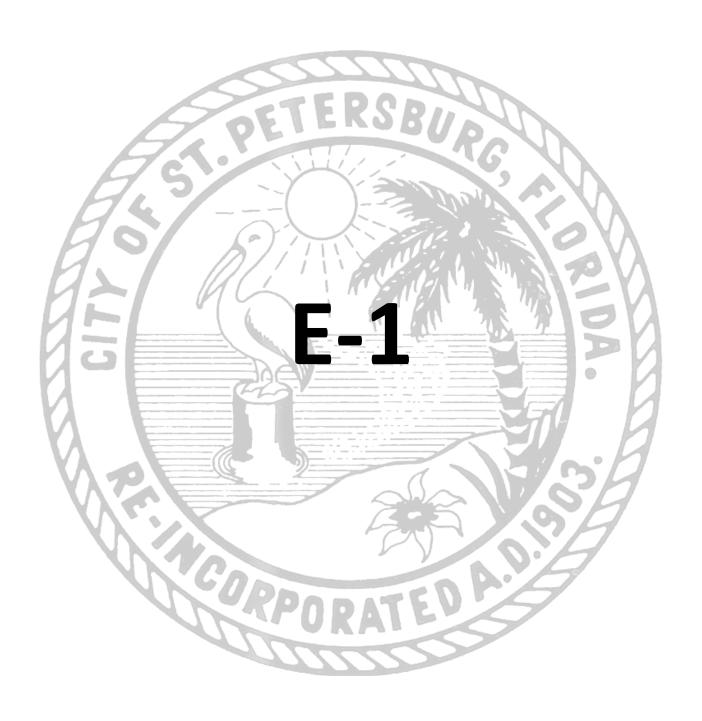
- 1. Anyone wishing to speak must fill out a yellow card and present the card to the Clerk. All speakers must be sworn prior to presenting testimony. No cards may be submitted after the close of Public Comment. Each party and speaker is limited to the time limits set forth herein and may not give their time to another speaker or party. Each party and speaker wishing to present handouts, photographs, presentation slides or any other materials (collectively, "Materials") during a quasi-judicial proceeding must submit such Materials to the City Clerk no later than 24 hours in advance of the applicable public hearing. Materials submitted after the deadline will not be accepted and may not be used.
- 2. At any time during the proceeding, City Council members may ask questions of any speaker or party. The time consumed by Council Member 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 the proceeding Council Members may leave the Council Chamber for short periods of time provided they continue to hear testimony by audio. 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), if applicable.
- 4. Initial Presentation. Each party shall be allowed ten (10) minutes for their initial presentation. The order of initial presentations shall be:
 - a. Presentation by City Administration.
- b. Presentation by the Appellant followed by the Applicant, if different. If Appellant and Applicant are different entities, then each is allowed the allotted time for each part of these procedures.
- c. Presentation by Opponent. If anyone wishes to utilize the initial presentation time provided for an Opponent, said person shall register as an Opponent with the City Clerk at least one week prior to the scheduled public hearing or within 48 hours after the City staff report for the public hearing has been published (whichever is later). If more than one person registers to utilize the initial presentation time provided for an Opponent, the registered persons shall attempt to agree on a single representative to participate as the Opponent in the proceeding. If the persons cannot agree on a single representative, then each person (or person's representative) shall share equally the time allotted to the Opponent for each part of these procedures. If there is an Appellant who is not the Applicant or Property Owner, then no Opponent is allowed. If a Property Owner who is not the Appellant or the Applicant opposes the Application and utilizes any part of the time available to the Property Owner to make an initial presentation, the Opponent shall not be permitted to make an initial presentation (but shall be provided an opportunity for cross-examination and rebuttal/closing).
- d. If the Property Owner is neither the Appellant nor the Applicant, they shall be allowed the allotted time for each part of these procedures and shall have the opportunity to speak last in each part of these procedures so that they have the opportunity to address what all the interested parties have presented.

- 5. Public Comment. Upon conclusion of the initial presentations, members of the public may speak for not more than three (3) minutes each. Speakers shall limit their testimony to information relevant to the ordinance or application and criteria for review.
- 6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party who supports the application may only cross examine any witness who previously testified in opposition to the application. The questioning party is not permitted to make any statements, only to ask questions that are directly related to the testimony or evidence presented. 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 City Clerk as an Opponent, said individual shall notify the City Clerk prior to the beginning of initial presentations for the applicable public hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). The order of cross examination shall be:
 - a. Cross examination by City Administration.
 - b. Cross examination by Opponents, if applicable.
- 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 and/or rebuttal. The order of rebuttal/closing shall be:
 - a. Rebuttal/Closing by City Administration.
 - b. Rebuttal/Closing by Opponent, if applicable.
- c. Rebuttal/Closing by Applicant followed by the Appellant, if different, followed by Property Owner, if different.

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The following page(s) contain the backup material for Agenda Item: A Resolution of the City of St. Petersburg, Florida (City) approving an Interlocal Agreement between the City and Manatee County Port Authority (Authority) regarding collaboration on dredge material placement and seagrass mitigation efforts; authorizing the City Attorneys Office to make non-substantive changes to the Interlocal Agreement; authorizing the Mayor or his designee to execute the Interlocal Agreement; and providing an effective date.

Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Report

Meeting of May 18, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A Resolution of the City of St. Petersburg, Florida ("City") approving an Interlocal Agreement between the City and Manatee County Port Authority ("Authority") regarding collaboration on dredge material placement and seagrass mitigation efforts; authorizing the City Attorney's Office to make non-substantive changes to the Interlocal Agreement; authorizing the Mayor or his designee to execute the Interlocal Agreement; and providing an effective date.

EXPLANATION: The City owns submerged lands in Tampa Bay adjacent to North Shore Park where the City intends to construct a seagrass mitigation bank ("Bank"), and the City is seeking to place fill material in a 32-acre (more or less) dredge hole ("Dredge Hole") located within a portion of the Bank. In order to achieve success for the Bank, the Dredge Hole needs to be filled to an elevation that can support seagrass growth. The Authority is undertaking its Berth 4 Extension project which will extend the existing vessel docking facility 600 feet northward and deepening adjacent waterways, which is anticipated to generate a sufficient quantity of material to fill the City's Dredge Hole in one event.

The Parties desire to collaborate on a project where the Authority deposits its material generated from the Berth 4 Extension project into the Dredge Hole and, in return, the Authority may receive up to six (6) seagrass mitigation credits from the City. To memorialize the terms and conditions under which they desire to proceed in pursuing the Project, the Parties executed a Memorandum of Understanding on July 15, 2022 (and which was approved by City Council prior to execution) and agreed to endeavor in good faith to work toward executing a mutually agreeable and binding contract for the Project.

The Parties now desire to enter into the attached Interlocal Agreement, to further clarify responsibilities of each Party related to the Project.

RECOMMENDATION: Approve the attached Resolution authorizing the Mayor or his designee to execute the Interlocal Agreement between the City and the Authority.

COST/FUNDING/ASSESSMENT: Neither party will owe monetary payment to the other Party due to activities under this interlocal agreement. Funding for city expenses related to this project have been previously appropriated in the General Fund (0001), Engineering and Capital Improvement Department, Design Division (130.1349).

ATTACHMENTS: Resolution

Interlocal Agreement

Resolution No. 2023-____

A RESOLUTION OF THE CITY OF ST. PETERSBURG. FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND MANATEE COUNTY PORT AUTHORITY REGARDING COLLABORATION ON DREDGE MATERIAL PLACEMENT AND SEAGRASS MITIGATION **EFFORTS: AUTHORIZING THE CITY ATTORNEY'S** OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE INTERLOCAL **AGREEMENT**; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT: AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, since 2016, the City of St. Petersburg (City) has been working to establish a first-of-its-kind municipal seagrass mitigation bank (Bank) on the submerged lands it owns adjacent to North Shore Park in Tampa Bay; and

WHEREAS, in its efforts to establish the Bank, the City has sought the required permits from State and Federal agencies; and

WHEREAS, while the City has obtained the necessary State permits, the Federal permit process through the U.S. Army Corps of Engineers (Corps) remains on-going; and

WHEREAS, central to the success of the Bank and maximizing new seagrass growth is the filling in of a decades-old dredge hole located adjacent to the beach at North Shore Park: and

WHEREAS, the Manatee County Port Authority (Authority) is in the planning stage of an expansion project that will result in the need to dispose of approximately 470,000 cubic yards of dredge material; and

WHEREAS, the City and Authority mutually desire to explore the opportunity for the City to receive the dredge material from the Authority's expansion project and place said material in the dredge hole located off of North Shore Park; and

WHEREAS, as both the City and Authority finalize Federal permits for their respective projects, the timing of the availability of the Port's dredge material is a factor being considered by the Corps in its issuance of the permits; and

WHEREAS, the Authority seeks seagrass mitigation credits from the City to satisfy permit requirements related to anticipated impacts to seagrass during its expansion project; and

WHEREAS, in exchange for three (3) seagrass mitigation credits upon issuance by the permitting agencies, and three (3) additional future credits upon the final construction and demonstration of ecological success (i.e., new seagrass growth) within the Bank, the City will receive the dredge material from the Authority, who will also be responsible for its transport across Tampa Bay, placement in the Bank, and associated risks thereto; and

WHEREAS, City Administration believes that given the timing of the availability of the dredge material and the Authority's tasks associated with the transport and placement of the material, plus the value of the approximately 470,000 cubic yards of fill, six (6) seagrass mitigation credits is fair consideration from the City; and

WHEREAS, in order to memorialize the terms and conditions under which they desired to proceed in pursuing this opportunity, the City and Authority executed a Memorandum of Understanding on July 15, 2022, at which point the negotiation of the Interlocal Agreement attached hereto was able to commence; and

WHEREAS, the Authority approved the Interlocal Agreement at its April 25, 2023 meeting.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Interlocal Agreement between the Manatee County Port Authority and the City of St. Petersburg regarding collaboration on dredge material placement and seagrass mitigation efforts is hereby approved.

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

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

This Resolution shall become effective immediately upon its adoption.

Brish Prayman.

Approved by:

/s/: Michael J. Dema Legal Department 00678814.docx

INTERLOCAL AGREEMENT

BETWEEN CITY OF SAINT PETERSBURG, FLORIDA, AND MANATEE COUNTY PORT AUTHORITY REGARDING COLLABORATION ON DREDGED MATERIAL PLACEMENT AND SEAGRASS MITIGATION EFFORTS

This Interlocal Agreement ("Agreement"), is made and entered into as of the ______ of _____, 2023, by and between Manatee County Port Authority (the "Authority"), a dependent special district, having an address at SeaPort Manatee, 300 Tampa Bay Way, Suite One, Palmetto, Florida 34221-6608, and the City of St. Petersburg, Florida ("City"), a municipal corporation of the State of Florida with its principal place of business located at 175 5th Street North, St. Petersburg, Florida 33701, collectively referred to as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the City is an active member of the Tampa Bay Estuary Program, working to restore and enhance Tampa Bay seagrass habitat since 1995; and

WHEREAS, the City owns in fee simple the North Shore Seagrass Mitigation Area which is generally depicted in Exhibit A ("Area"), and the City is seeking to fill with material a 32-acres (more or less) dredge hole located within a portion of the Area ("Dredge Hole"), and intends to operate the Area as a seagrass mitigation bank called the North Shore Seagrass Mitigation Bank ("Bank"); and

WHEREAS, the City has been designing restoration plans for the Bank since 2015, with initial designs assuming filling would occur in multiple fill-event phases; and

WHEREAS, the Authority currently owns and operates public seaport facilities in the northwestern portion of Manatee County, Florida, known as "SeaPort Manatee", a catalyst of economic growth which creates \$5.1 billion in annual positive economic impact for the United States economy and more than 37,287 direct and indirect jobs; and

WHEREAS, the Authority is undertaking a Berth 4 Extension project which will extend the vessel docking facility 600 feet northward, deepening adjacent waterways and is anticipated to generate a sufficient quantity of material to fill the Dredge Hole in one filling-event; and

WHEREAS, the City recognizes that one filling-event is less disruptive and presents less risk than multiple filling-event phases, one mobilization and demobilization construction activation is likely to reduce construction cost when compared to multiple activations, and one filling event will allow the City to expedite restoration and to realize environmental and financial benefits in the short-term when compared to an uncertain duration of time under a phased multiple filling-event approach; and

WHEREAS, the Parties desire to collaborate on a project where the Authority deposits its material generated from the Berth 4 Extension project into the Dredge Hole and, in return, the

Authority may receive up to six (6) seagrass mitigation credits from the City (the "Project", which is more particularly described below in the Section entitled 'Project'); and

WHEREAS, the City recognizes that state and federal requirements prohibit the Project from physically starting until the Authority receives and documents a proportionate amount of seagrass mitigation credits needed to offset unavoidable impacts generated by the removal of material; and

WHEREAS, to memorialize the terms and conditions under which they desired to proceed in pursuing the Project, the Parties executed a Memorandum of Understanding (MOU) on July 15, 2022, and agreed to endeavor in good faith to work towards executing a mutually agreeable and binding contract for the Project; and

WHEREAS, the Parties desire to enter into this Agreement, to further clarify responsibilities of each Party related to the Project.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the promises, covenants and conditions contained herein, the receipt and adequacy of which are hereby acknowledges, and mutual, the Parties agree as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein by reference.
- 2. <u>Purpose of the Agreement</u>. The Parties are entering into this Agreement to establish contractually binding terms and conditions under which they desire to proceed in pursuing the Project.
- 3. Project. The Authority is designing and permitting its Berth 4 Extension project. The project involves waterway deepening and filling activities in Tampa Bay with unavoidable seagrass impacts requiring mitigation. Uniform Mitigation Assessment Method (UMAM) seagrass mitigation credits will be needed by the Authority to offset the minimized impact of the Berth 4 Extension project. The Authority estimates the quantity of material generated from the Berth 4 Extension project will be approximately 498,400 cubic yards (CY) of dredged material, consisting of surficial sands, generally considered suitable for seagrass mitigation area cap material, and underlying material generally considered suitable for foundation fill material.

The City has a Dredge Hole in the Area, which it desires to fill to an elevation suitable for the planting and establishment of seagrass. The City anticipates that it will need approximately 470,000 CY of material to fill the Dredge Hole in the Area. By filling the Dredge Hole to an elevation suitable for seagrass propagation, the City expects to generate marketable seagrass mitigation credits and operate the Bank. It is the intent of the Parties that the Authority receives mitigation credits described in this Agreement.

While the City has estimated the need of 470,000 CY, actual quantities will vary based on site conditions and final delineation of construction boundaries, and is the responsibility of the Authority to complete the scope outlined in this Agreement. The successful completion

of this Project and successful operation of the Bank may allow for the additional seagrass mitigation credits described in paragraph 7.e.ii. of this Agreement to be released to the City and as such provided to the Authority.

- 4. <u>Project scope</u>. The Project scope includes the following major activities, listed in chronological order in which Project activities are likely to occur:
 - a. The City, following approval of the Mitigation Banking Instrument ("MBI") by the U.S. Army Corps of Engineers ("USACE"), shall assign three (3) UMAM seagrass mitigation credits to the Authority within three (3) weeks of their issuance, which will allow the Authority to solicit construction contract bids.
 - b. The City shall perform an updated field survey of seagrasses and marine resources in the vicinity of the placement site to delineate the construction boundaries of the Dredge Hole. The survey and resultant delineation shall be performed under the supervision of a Professional Surveyor and Mapper ("Surveyor") licensed in Florida. The City will provide an electronic copy of the Surveyor's drawing and coordinate description to the Authority before July 31, 2023. The Authority will be responsible for conducting fill operations within the updated construction boundary.
 - c. Upon award of the Authority's construction contract and issuance of the Notice-to-Proceed, the Authority's contractor shall commence Project mobilization and site preparation, including the installation of turbidity curtains around the entire Dredge Hole, in accordance with the updated construction boundary provided by the Surveyor.
 - d. The Authority shall provide for the transport and placement of the dredged material generated from the Berth 4 Extension project within the Dredge Hole. See Exhibit A.1.
 - e. The Authority shall transport the material dredged from the Berth 4 Extension project area to the Dredge Hole by barge, utilizing approximately 12 miles of existing navigation channels. See Exhibit A.2.
 - f. The Authority shall provide for the temporary storage of surficial sands inside the Dredge Hole turbidity curtain envelope.
 - g. The Authority intends to construct submerged cross-dike(s) within the Dredge Hole to create interior containment cell(s), and construction of a terminal dike (i.e., final cross-dike) with the toe of terminal dike extending towards the southern edge of construction limits. See Exhibit A.3.
 - h. The Authority will provide mechanical placement of foundation fill material in each cell. See Exhibits A.4 and A.5.
 - i. The Authority will provide for transport of surficial sands from the temporary storage area and mechanical or hydraulic placement of a sand cap (i.e., surficial sands) in each cell. See Exhibit A.5.

- j. Once contracted surface elevations have been achieved in each cell, the Authority will verify the work and request concurrence by the City. The City will formally acknowledge completion and acceptance of each cell ("Acceptance Sections"), and shall relieve the Authority of any further obligations, requirements, and responsibilities for that cell.
- k. The exterior turbidity curtain will not be removed until a given cell or series of cells has been accepted. Prior to or after completion of individual cells, the Authority will install an interior turbidity curtain to isolate the completed cell. The interior turbidity curtain will separate completed Acceptance Sections from active fill placement areas.
- 1. The Project will be substantially complete when all Acceptance Sections are completed in accordance with the contract plans and specification requirements, and the Authority has verified placement by hydrographic surveys in accordance with specification requirements. The City will issue concurrence of substantial completion upon notification by the Authority that the construction contract has been accepted as satisfactorily complete. See Exhibit A.6.
- m. The final completion of the Project will occur once the Authority (i) removes remaining turbidity controls, (ii) demobilization of construction contractor and related equipment are removed from the Area, (iii) As-Built cross sections (signed and seal) are provided to the City.

5. <u>Representations</u>. It is further understood by the Parties:

- a. The Authority has received a Florida Department of Environmental Protection ("FDEP") Environmental Resource Permit ("ERP") and related variance. The ERP provides for the placement of material in the Dredge Hole in one event.
- b. The Authority applied on February 3, 2021, to the USACE for a federal Individual Permit ("IP") which is in the review process. The application provides for the placement of material in the Dredge Hole in one event.
- c. The Authority is anticipating federal permit approval during the 2nd quarter of 2023.
- d. To determine any construction related impacts to seagrass in areas adjacent to the Berth 4 Extension project, a waterside seagrass survey needs to be conducted prior to construction. The pre-construction seagrass survey needs to be completed during the seagrass growing season, which runs from June 1st to August 31st each year. The survey must be conducted within 1 year of construction initiation. The Authority's previous survey has expired, and the Authority intends to complete a new survey and submit results to FDEP on or before July 26, 2023, and commence installation of temporary turbidity controls around the Berth 4 Extension project area on or after August 28, 2023.

- e. The Authority's Berth 4 Extension project is subject to additional grant funding awards. In order to make the Project a success and in lieu of receiving additional grant funding, the Authority intends to complete the Berth 4 Extension project in two phases. The first phase will complete Project related activities, including waterway deepening, material generation, material transportation, and material placement activities. The second phase will extend the structural vessel docking facility 600 feet northward, which does not involve the Project. Part of the grant funding for the first phase of the Berth 4 Extension project has a five-year performance period with an ending date of May 31, 2024.
- f. The volume of material available from the Authority's Berth 4 Extension project is an engineer's estimate. The physical placement location of the Dredge Hole terminal dike (i.e., final cross-dike) is dependent on volume and characteristics of available dredged fill material.
- g. The City has obtained an ERP from the Southwest Florida Water Management District for the Bank.
- h. The City has applied to USACE for a federal MBI for the Bank, which is in the review process.
- i. No additional, non-permit related, sediment testing, or analysis will be required by either Party after the Effective Date.
- 6. <u>Authority Responsibilities</u>. By entering into this Agreement with the City, the Authority agrees:
 - a. The Authority will work with the City to ensure that the Authority's and City's permit conditions are compatible.
 - b. The Authority will complete the contracting and permitting of the Project without delay.
 - c. The Authority will be responsible for sediment testing required by permits. The Authority is responsible for analysis of and the final placement of material, as required by permits for the Bank, and will share the data with the City.
 - d. The Authority, at its expense, will dredge and place the material in its final position in the Dredge Hole in accordance with its permits and the City's permits. The Authority will provide the City with an electronic copy of technical specifications for the Project. The technical specifications will include material placement specifications. The City will approve placement specifications in writing prior to Authority's construction bidding. Approved placement specifications will be included in the Authority's construction contract.

- e. The Authority will be responsible for implementing all construction Best Management Practices (BMPs) required by its permits for the filling of the Dredge Hole in the Area, including, turbidity controls, material placement BMPs to minimize displacement of existing Dredge Hole bottom sediments, higher quality sediment capping requirements, and limiting impacts to adjacent seagrass communities from construction related equipment and other construction activities.
- f. The Authority will work with the City to develop and implement a parallel and complementary public relations campaign. For questions about Project components physically located within of the Authority's jurisdictional boundaries including any submerged lands, public inquires will be directed to:

Virginia Zimmermann Director of Communications & Public Relations

Phone: (941) 721-2323

Email: vzimmermann@seaportmanatee.com

- 7. <u>City Responsibilities</u>. By entering into this Agreement with the Authority, the City agrees:
 - a. If necessary, the City will modify its state ERP and fashion its federal MBI application for the Bank to provide for Authority placement of approximately 470,000 CY of material from its Berth 4 Extension project in the Dredge Hole in one event, accommodating the Authority's schedule as closely as possible.
 - b. The City will draft or revise its permits to provide for the availability of seagrass mitigation credits in stages as early as possible, with as much as possible available in advance of deposition of material in the Dredge Hole and acknowledges that the Authority has no responsibility for planting or success, as defined by the permits of the Bank.
 - c. The City will work with the Authority to ensure that the City's and the Authority's permit conditions are compatible, including the relative timing of seagrass mitigation credits availability and dredging and deposition of material.
 - d. The City will work toward completion of the design and permitting of the Project without delay. Time is of the essence.
 - e. As compensation for the material placement in the Dredge Hole, the City will provide to the Authority a total of up to six (6), state and federal, UMAM seagrass mitigation credits if such credits become available. To commence the Project and recognize the Authority's contributions to the success of the Project in the form of transportation cost, construction cost and associated risk assumed by the Authority, the Parties will follow the below schedule for the assignment of UMAM seagrass mitigation credits:

- i. To the extent such UMAM seagrass mitigation credits become available, the City will assign three (3) UMAM seagrass mitigation credits to the Authority prior to the Authority's award of the Berth 4 construction contract, in accordance with paragraph 4.a. of this Agreement. If the three (3) UMAM seagrass mitigation credits are not available based on the USACE MBI approval for the Bank, by August 31, 2023, either Party may terminate this Agreement by providing notice to the other Party.
- ii. To the extent such UMAM seagrass mitigation credits become available, the City will assign up to three (3) additional (cumulative total of six (6) state and federal UMAM credits) UMAM seagrass mitigation credits to the Authority once the Project has been completed, the planting of seagrass has occurred in the Area, and the Bank is deemed successful by the permitting agencies. The City makes no guarantees that such credits will become available. More particularly, the City intends that the cumulative fifth, seventh, and ninth UMAM seagrass mitigation credits, which are planned to be generated after the Bank is deemed successful by the permitting agencies shall be assigned to the Authority. Table 1 shows the intended assignment of credits as credits are released in accordance with an approved federal MBI.

Table 1. Intended Assignment of Any Released Credits

Cumulative Release of Credits	Assignment	Phase
1	From City to Authority	Upon Approval of MBI and Release of Credits
2	From City to Authority	
3	From City to Authority	
4	For City Use	Upon Release of Credits
5	From City to Authority	
6	For City Use	
7	From City to Authority	
8	For City Use	
9	From City to Authority	

f. The City will review and approve the dredged material placement specifications prior to Authority's bidding the Berth 4 construction contract. The City shall hire a licensed Professional Surveyor and Mapper to field delineate and describe the construction boundaries of the Dredge Hole. The City shall observe and comment on the placement of material, acknowledge proper material placement in stages (i.e., the Authority's contractor constructs an underwater cross-dike across the north end of the 32 acre Dredge Hole to create a cellular fill area (Acceptance Section), the Authority's contractor fills-in a cell with material, the Authority obtains acknowledgement of completion and acceptance from the City for each constructed cell, City relieves Authority of any further obligations, requirements, and responsibilities of Acceptance Sections, the Authority's contractor proceeds southward to construct the next cell) prior

to subsequent stages of deposition, and the City shall own and be responsible for the material once Acceptance Sections are complete and substantial completion is attained, as set forth in paragraphs 4.j. and 4.l. of this Agreement.

- g. The City, at its expense, will be responsible for any necessary planting and achieving seagrass mitigation success as defined by the City's permits associated with the Bank.
- h. The City will work with the Authority's contractor to ensure safety, including keeping the public away from construction activities occurring in or near the Area including the Dredge Hole.
- i. The City will work with the Authority to develop and implement a paralleled and complementary public relations campaign. For questions about Project components physically located within the City's jurisdictional boundaries including any submerged lands, public inquires will be directed to:

Erica Riggins Public Information Officer Phone: (727) 892-5896

Email: erica.riggins@stpete.org

- 8. <u>Financial Obligation</u>. Neither Party shall owe any monetary payment to the other Party due to activities undertaken under this Agreement.
- 9. <u>Non-appropriation</u>. The obligations and responsibilities of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
- 10. <u>Responsibility</u>. The City and the Authority shall be responsible for their respective employees' acts of negligence when such employees are within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the City or the Authority. Nothing herein shall be construed as consent by the City or the Authority to be sued by third parties in any matter arising out of this Agreement.
- 11. <u>Term.</u> The City will be responsible for filing this Agreement with the Clerk of Circuit Court of Pinellas County, Florida after the Agreement has been fully executed by the Parties and this Agreement shall be effective upon the date of filing ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall terminate upon final

completion of the Project and the City's assignment of six (6) UMAM seagrass mitigation credits to the Authority, unless earlier terminated as provided for herein.

- 12. Termination. Either Party may terminate this Agreement upon written notice to the defaulting party in the event either party defaults on any of the terms or conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the non-defaulting party specifying the default.
- 13. Project Representatives and Notice. In order to assure proper coordination and review throughout the term of this Agreement, the City and the Authority each designate Project Representatives as follows:

City:

Jesse I. Wood Civil Engineer II City of St. Petersburg P.O. Box 2842 St. Petersburg, FL 33731 Email: jesse.wood@stpete.org

Phone: (727) 892-5795

Authority:

Dan Fitz-Patrick Director of Planning & Project Development Manatee County Port Authority 300 Tampa Bay Way, Suite One Palmetto, Florida 34221 Email: dfitzpatrick@seaportmanatee.com

Phone: (941) 720-4714

Either Party may designate a replacement Project Representative, which shall become effective immediately upon receipt of notice of such replacement designation by the other party. All communications between the Party Representatives expressly required under this Agreement must be in writing and delivered by personal delivery, electronic mail, read receipt request, or USPS certified mail, return receipt requested.

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

If to Authority: If to the City:

Executive Director Mayor

Manatee County Port Authority City of St. Petersburg, FL

300 Tampa Bay Way, Suite One P.O. Box 2842 Palmetto, Florida 34221 St. Petersburg, FL 33731

With required copy to: With required copy to:

Jennifer Cowan, Port Counsel Michael Dema, Managing Assistant City

Bryant Miller Olive P.A. Attorney 201 Franklin Street, Suite 2700 P.O. Box 2842

Tampa, FL 33602 St. Petersburg, FL 33701

14. Requirements to be included in Construction Contract(s).

The Authority shall require that all construction contracts with contractor(s) hired to undertake any part of the Project include the following conditions:

- a. Indemnify, hold harmless, pay on behalf of, and defend the City, its officers, employees, contractors, and agents, and Authority, its officers, employees, contractors, and agents, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or in connection with the Project;
- b. provide a dual obligee payment and performance bond in accordance with and pursuant to the requirements of Florida Statutes Section 255.05 in the full amount of the Project cost, naming the City and Authority as obligees;
- c. provide the City with the same insurance coverage as the Authority, naming the City and Authority as additional insured entities and certificate holders.
- 15. <u>Force Majeure</u>. Neither Party will be liable for its non-performance or delayed performance under this Agreement if caused by force majeure but only for a period of time equivalent to the non-performance or delay caused by force majeure. Force majeure is defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or event which are not the fault or are beyond the control of the Party. Force Majeure does not include delay do to COVID-19, as it is ongoing at the time of this Agreement.
- 16. <u>Modifications of Agreement</u>. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement. Notwithstanding the foregoing, the Parties may by mutual written agreement change dates set forth in this Agreement in order to achieve successful completion of the Project.

- 17. City Consent and Action. For purposes of this Agreement, (i) any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws; and (ii) any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Mayor or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws.
- 18. <u>Assignment and Successors and Assigns</u>. The Parties shall not assign their rights or obligations hereunder except with the prior written consent of the other Party. This Agreement may not be assigned by either party without the prior written consent of the other party. The Parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants and obligations contained herein.
- 19. <u>Compliance with Applicable Laws</u>. Both Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue, including but not limited to Chapter 119, Florida Statutes.
- 20. <u>Authority</u>. This Agreement does not create any authority on the Parties to bind the other Party by any act, promise or representation, unless specially authorized in advance by such Party in writing. This Agreement does not create a partnership or joint venture and neither Party shall be deemed a partner or a joint venture of the other. The Authority acknowledges that is an independent party and not an agent of City.
- 21. <u>No Third-Party Beneficiaries</u>. This Agreement is not intended to create any rights for anyone other than the Parties to this Agreement.
- 22. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted via facsimile or other digital imaging method, and any such signature shall have the same legal effect as an original.
- 23. <u>Entire Agreement</u>. This Agreement, including Exhibits hereto, embodies the whole agreement between the Parties. There are no promises, terms, conditions or allegations other than those contained herein, and this Agreement shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties hereto.
- 24. <u>Severability</u>. Should any section or portion of any section of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other section or any part of any other section of this Agreement.

25. Governing Law. This Agreement is governed by the laws of the State of Florida and shall become effective on the Effective Date.		

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.



MANATEE COUNTY PORT AUTHORITY

BY: 4/25/2023

ATTEST: ANGELINA "ANGEL" COLONESSO
Clerk of the Circuit Court

BY: Kitin Tith OC

CITY OF ST. PETERSBURG, FLORIDA

ATTEST:

______ By: ______

CITY CLERK

As Its: ______ day of ______, 2023

Approved as to form and content:

City Attorney (designee)

Exhibit A.1.Example picture showing material generation using a clamshell dredge.

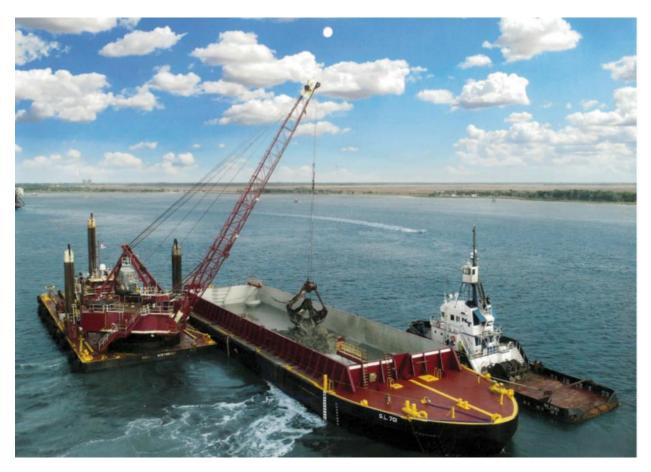
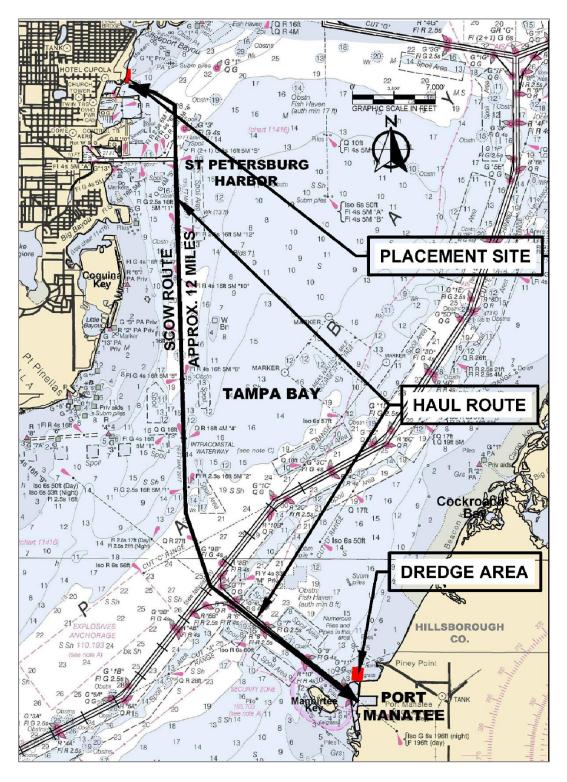
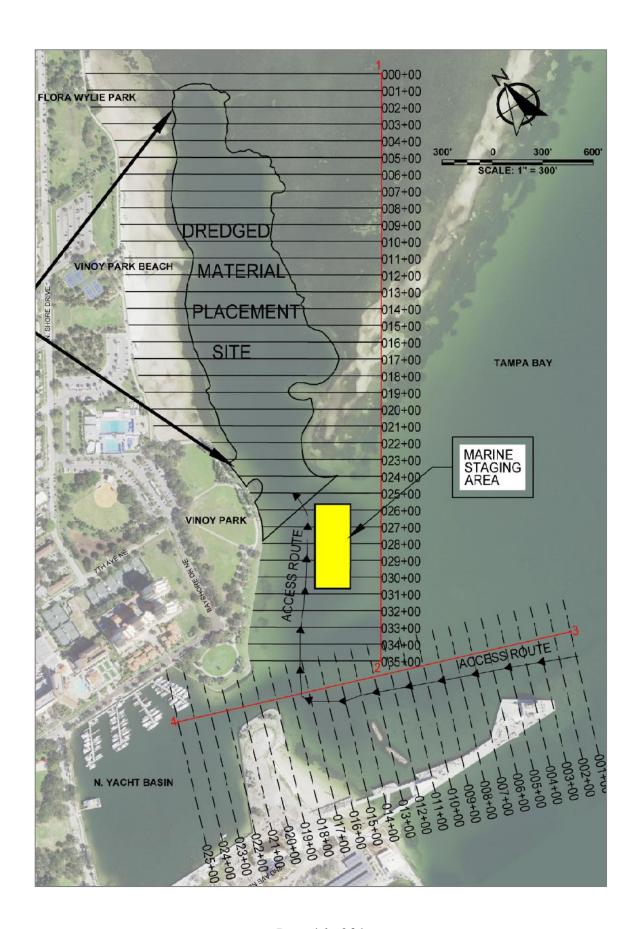


Exhibit A.2.

Maps showing route of barge (or "scow") transportation of material from the Berth 4 Extension project area to the Dredge Hole, using 12 miles of existing navigation channels.

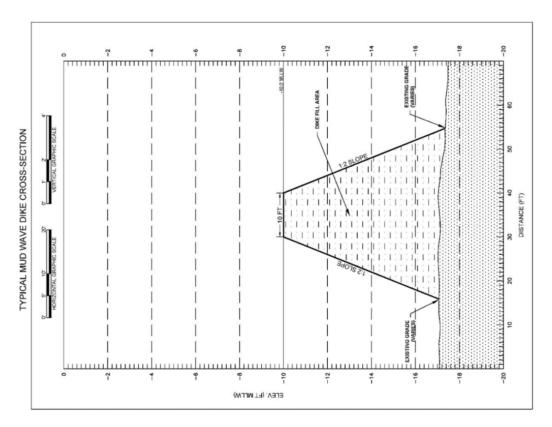


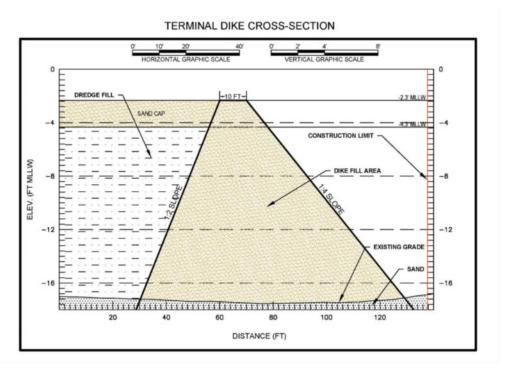
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Exhibit A.3.Typical cross-section of a containment cross-dike and terminal dike.



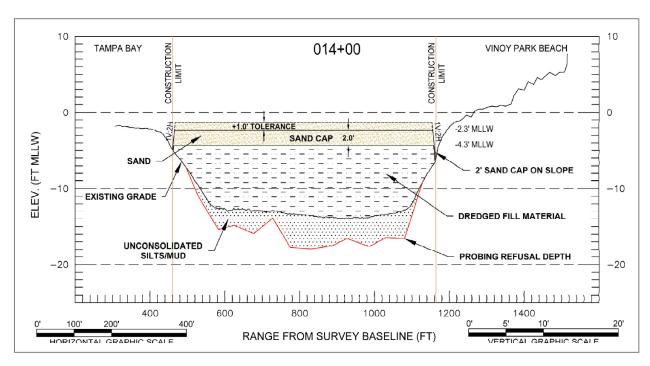


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Exhibit A.4.Example picture showing mechanical placement of material.



Exhibit A.5.Typical fill cross-section with underlying material and sand cap (i.e., surficial sands).

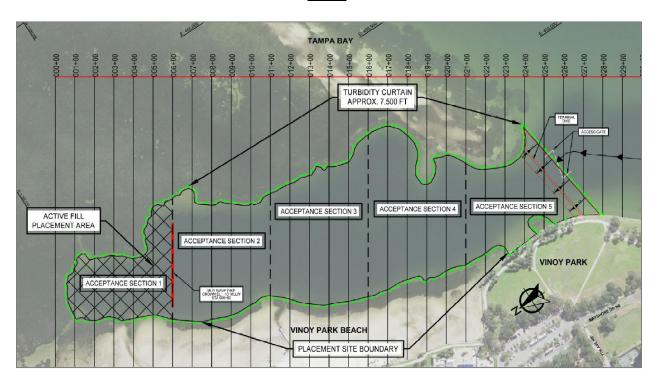


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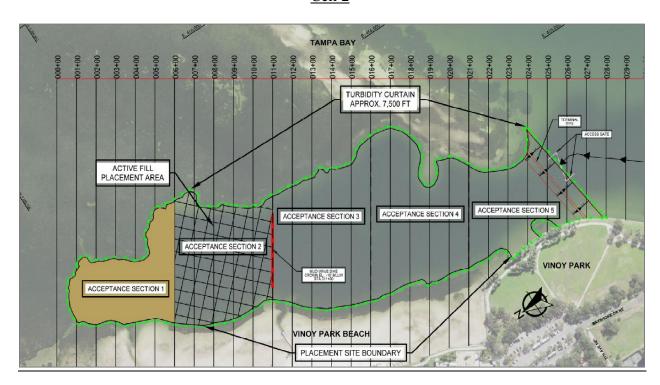
Exhibit A.6.

Construction sequencing of cells.

Cell 1

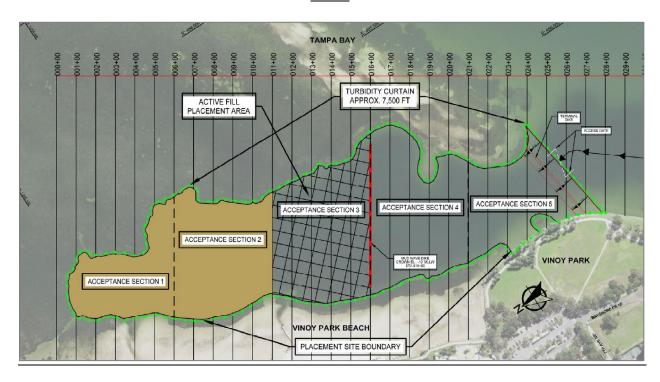


Cell 2

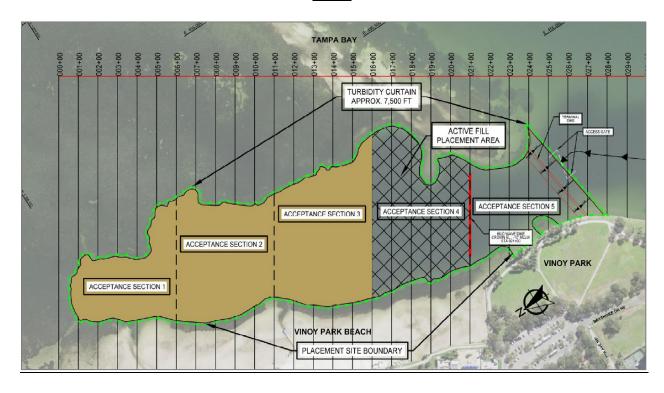


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Cell 3

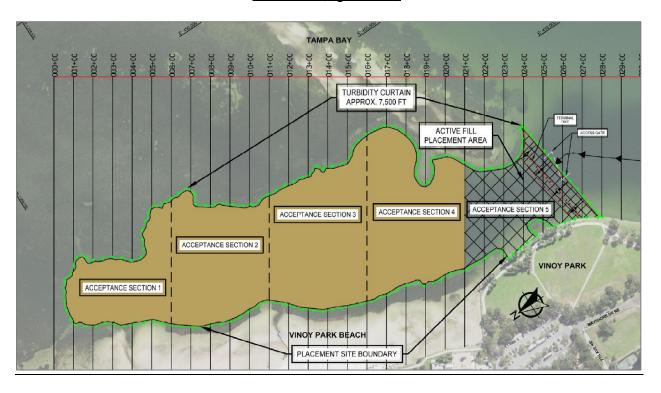


Cell 4

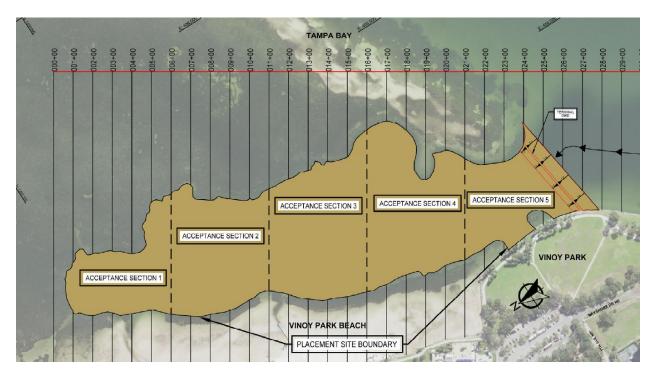


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Final Cell (e.g., Cell 5)



After completion of Final Cell



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				Request #	
st.petersburg www.stpete.org	•	City of St. Petersburg Authorization Reque General Authorization			
Name:	Johnson, Sarah B	Request Date:	11-MAY-2023	Status:	APPROVED

Authorization Request		
Subject:	Council - 5/18 ADD	
Message:	Manatee County - Seagrass Mitigation - Interlocal Agreement	
Supporting Documentation:	Manatee County - Interlocal Agreement - Final.pdf	

	Approver	Completed By	Response	Response Date	Туре
0	Johnson, Sarah B		SUBMITTED	11-MAY-2023	
1	Prayman, Brejesh B	Prayman, Brejesh B	APPROVE	11-MAY-2023	User Defined
2	Griffin, Christopher Michael	Griffin, Christopher Michael	APPROVE	11-MAY-2023	User Defined
3	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	11-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to accept a Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency (FEMA), through the pass-through entity, the Florida Division of Emergency Management, at a maximum reimbursement amount of \$443,650; approving a supplemental appropriation in the amount of \$443,650 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this grant funding, to the COS Consol Building FY19 Project (16887); authorizing the Mayor or his designee to execute all documents necessary to effectuate the grant; and providing an effective date. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 18, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A Resolution authorizing the Mayor or his designee to accept a Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency ("FEMA"), through the pass-through entity, the Florida Division of Emergency Management, at a maximum reimbursement amount of \$443,650; approving a supplemental appropriation in the amount of \$443,650 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this grant funding, to the COS Consol Building FY19 Project (16887); authorizing the Mayor or his designee to execute all documents necessary to effectuate the grant; and providing an effective date.

EXPLANATION: This grant, offered through Florida's Hazard Mitigation Grant Program, is to fund Code-Plus hardening and a safe room designed to FEMA P-361 standards within the Cosme Water Treatment Plant in Odessa. The grant will allow for resiliency improvements at the Cosme plant which will better protect staff and service during severe weather. The City of St. Petersburg will use this grant funding to conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices.

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting, and bidding for the proposed project, for Phase II approval, for Code-Plus hardening, an internal safe room designed to FEMA P-361 standards, and generator at the Cosme Water Treatment Plant in Odessa.

FEMA awarded this project on January 11, 2023; with a Pre-Award date of November 1, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on April 30, 2024.

This Grant's funding summary includes a \$420,300 federal share and a \$46,700 local share, for a total project cost of \$467,000. The Grant also includes federally-funded Sub-Recipient Management Costs in the amount of \$23,350.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to accept a Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency ("FEMA"), through the pass-through entity, the Florida Division of Emergency Management, at a maximum reimbursement amount of \$443,650; approving a supplemental appropriation in the amount of \$443,650 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this grant funding, to the COS Consol Building FY19 Project (16887); authorizing the Mayor or his designee to execute all documents necessary to effectuate the grant; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of \$443,650 will be received from FEMA through the Florida Division of Emergency Management and deposited into the Water Resources Capital Projects Fund (4003). The local share portion of the funding has been previously appropriated in the Water Resources Capital Projects Fund (4003), COS Consol Building FY19 Project (16887).

Additional funding for the grant portion will be available after approval of a supplemental appropriation in the amount of \$443,650 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this grant funding, to the COS Consol Building FY19 Project (16887).

ATTACHMENTS: Resolution

Federally-Funded Subaward and Grant Agreement

APPROVALS:

Budge

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A HAZARD MITIGATION GRANT PROGRAM AWARD FROM THE FEDERAL **EMERGENCY AGENCY MANAGEMENT** ("FEMA"), THROUGH THE PASS-THROUGH ENTITY. THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT, ATΑ **MAXIMUM** REIMBURSEMENT AMOUNT OF \$443,650; APPROVING **SUPPLEMENTAL** Α THE AMOUNT OF APPROPRIATION IN \$443,650 FROM THE INCREASE IN THE UNAPPROPRIATED **BALANCE** OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003), RESULTING FROM THIS GRANT FUNDING, TO THE COS CONSOL BUILDING FY19 PROJECT (16887); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE GRANT: AND **PROVIDING** ANTHE EFFECTIVE DATE.

WHEREAS, the City applied for a Hazard Mitigation Grant to compliment large scale facility projects in planning at the Cosme Water Treatment Plant in Odessa, Florida ("Cosme"), which will allow for resiliency improvements to protect City staff and service during severe weather; and

WHEREAS, the City has been awarded a Hazard Mitigation Grant Program Award from FEMA, through the pass-through entity, the Florida Division of Emergency Management; and

WHEREAS, the purpose of the grant is to fund Phase I design of the project which includes Code-Plus hardening, a safe room designed to FEMA P-361 standards, and the installation of a generator at Cosme; and

WHEREAS, the local portion of the funding for the project has been previously appropriated in the Water Resources Capital Projects Fund (4003), COS Consol Building FY19 Project (16887); and

WHEREAS, additional funding for the grant portion will be available after approval of a supplemental appropriation in the amount of \$443,650 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from this grant funding, to the COS Consol Building FY19 Project (16887); 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 a Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency ("FEMA"), through the pass-through entity, the Florida Division of Emergency Management, at a maximum reimbursement amount of \$443,650.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from the acceptance of the grant funds, the following supplemental appropriation for FY23:

Water Resources Capital Projects Fund (4003) COS Consol Building FY19 Project (16887)

\$443,650

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

This resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

BUDGET:

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL			
SUB-RECIPIENT:	City of St.Petersburg		
PROJECT #:	4486-091-R		
PROJECT TITLE:	City of St. Petersburg, Cosme Water Treatment Plant, Code Plus, Hurricane Safe Room and Generator.		
CONTRACT #:	H0952		
MODIFICATION #:	NA		

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)				
	Kira Barrera Operations			
	Special Projects Coordinator			
	1650 Third Avenue North St.			
	Petersburg, FL 33713			

Enclosed is your copy of the proposed contract/modification between **City of St. Petersburg** and the Florida Division of Emergency Management (FDEM).

COMPLETE
This form is required to be included with all Reviews, Approvals, and Submittal
Signed electronic copy
Reviewed and Approved
Signed and Dated by Official Representative
Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
☐ N/A for Modifications or State Funded Agreements
Attachment K – Certification Regarding Lobbying - completed, signed, and dated
☐ N/A for Modifications or State Funded Agreements
Electronic Submittal to the Grant Specialist Evan Jenkins on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-9204 or email me at Kelsie.Gartz@em.myflorida.com.

Agreement Number: H0952

Project Number: 4486-091-R

City of St. Petersburg

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:

	_
Sub-Recipient's unique entity identifier (UEI/FEIN):	LARHMJNJAKS4 / 596000424
Federal Award Identification Number (FAIN):	FEMA-DR-4486-FL
Federal Award Date:	January 11, 2023
Subaward Period of Performance Start and End Date:	Upon execution through April 30, 2024
Amount of Federal Funds Obligated by this Agreement:	\$443,650.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: Total Amount of the Federal Award committed to the Sub-	\$443,650.00
Recipient by the pass-through entity	\$443,650.00
Federal award project description (see FFATA):	Hurricane Safe Room and Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Kelsie.Gartz@em.myflorida.com
ntalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of St. Petersburg, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
 - C. The Division has statutory authority to disburse the funds under this Agreement. THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
 - b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

- a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:
 - i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.
 - b. The Division's Grant Manager for this Agreement is:

Kelsie Gartz

Project Manager

Bureau of Mitigation

Florida Division of Emergency Management

2555 Shumard Oak Boulevard

Tallahassee, FL 32399

Telephone: (850) 359-9204

Email: Kelsie.Gartz@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall

Community Program Manager

Bureau of Mitigation

Florida Division of Emergency Management

2555 Shumard Oak Boulevard

Tallahassee, FL 32399

Telephone: 850-815-4503

Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kira Barrera

Special Projects Coordinator

1650 Third Avenue North

St. Petersburg, FL 33713

Telephone: (727) 892-5604

Email: kira.barrera@stpete.org

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on April 30, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$443,650.00.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
 - j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

- b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of <u>five</u> (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:
- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.
- h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such noncompliance.

- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(12) REPORTS

- a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

- d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.
- f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

- a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.
- b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

- a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.
- b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
 - c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
 - f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §\$200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
- b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
- c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.
- d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:
- i. Place unreasonable requirements on firms in order for them to qualify to do business;
 - ii. Require unnecessary experience or excessive bonding;

companies;

contracts;

equivalent;

- iii. Use noncompetitive pricing practices between firms or between affiliated
- iv. Execute noncompetitive contracts to consultants that are on retainer
 - v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an

- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 - viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
- g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.
- i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.
- j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").
- k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:
- a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
- b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.
- I. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
 - c. This Agreement has the following attachments:
 - i. Exhibit 1 Funding Sources
 - ii. Attachment A Budget and Scope of Work
 - iii. Attachment B Program Statutes and Regulations
 - iv. Attachment C Statement of Assurances
 - v. Attachment D Request for Advance or Reimbursement
 - vi. Attachment E Justification of Advance Payment
 - vii. Attachment F Quarterly Report Form
 - viii. Attachment G Warranties and Representations
 - ix. Attachment H Certification Regarding Debarment
 - x. Attachment I Federal Funding Accountability and Transparency Act
 - xi. Attachment J Mandatory Contract Provisions
 - xii. Attachment K Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.
- b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.
- d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

- f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
- g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.
- h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.
- i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.
- j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

- k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
- I. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

- a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

- a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.
- c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) <u>CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS</u> ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever.possible:
- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, <u>when economically feasible</u>, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- iv. Establishing delivery schedules, <u>where the requirement permits</u>, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, <u>as appropriate</u>, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out <u>and</u> document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF ST. PETERSBURG
Ву:
Name and Title:
Date:
FEID#:
STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
By:
Name and Title: <u>Kevin Guthrie, Director</u>
Deter

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$443,650.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

- 1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
 - Other projects that reduce future disaster losses (Hurricane Safe Room)
- Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is Code-Plus hardening and a safe room designed to FEMA P-361 standards within the Cosme Water Treatment Plant in Odessa, Pinellas County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-091-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of St. Petersburg, shall conduct Phase I – Design of this project, which includes the engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide above code wind protection, internal hurricane safe room capabilities and backup power for a new Emergency Operations Center (EOC) to be constructed within the Cosme Water Treatment Plant located at 16015 Race Track Road, Odessa, Florida 33556. Coordinates: (28.09610, -82.59700).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide necessary information in the Phase I deliverables for the Phase II review of the following proposed activities.

The Phase II proposed scope of work shall implement a code plus and hurricane safe room project that includes all hardening activities to provide above code wind protection to the new EOC, including FEMA 361-compliant internal safe room areas within this critical facility. The new two-story, 14,950 total square foot structure is to be constructed adjacent to the Main Pump and Filter building within the Cosme Water Treatment Plant. The new facility shall be designed with all necessary activities to protect the building envelope, including but not limited to an impact-rated roof and truss system with gravity support brackets for gutters, impact-rated exterior wall protection, weather stripping, hurricane-rated entry glass doors and impact-resistant window and door systems. Additionally, the EOC shall be designed to include three builtin-place internal hurricane safe rooms to accommodate approximately 30 critical and essential services employees. The three internal safe rooms shall have a total gross area of approximately 2,230 square feet, with approximately 1,450 square feet of usable space. According to preliminary estimates, the City of St. Petersburg proposes one internal safe room to have a gross area of approximately 1,430 square feet, with approximately 930 square feet of usable space. The other two internal safe rooms shall have a gross area of approximately 400 square feet each, with approximately 260 square feet of usable space each. The city has identified the Cosme Water Treatment Plant as an ideal location for the construction of the new EOC due to its placement outside the floodplain and its immediate proximity to this essential facility. During an emergency, water treatment plant employees must remain on-site to monitor critical operations and impacts that may affect the potable water supply. Currently, critical employees operate from the Main Pump and Filter building, which has several wind vulnerabilities. The new structure shall be designed to simultaneously serve as the city's EOC and operational headquarters for the Cosme Water Treatment Plant.

The City of St. Petersburg also proposes the installation of a permanent 816 kW diesel generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the new EOC and the Cosme Water Treatment Plant's service lines that pump water from Tampa Bay Water's well fields. The proposal includes the installation of an automatic transfer switch,

construction of a concrete pad and an approximately 1,600 square foot generator enclosure. The Cosme Water Treatment Plant, owned and operated by the City of St. Petersburg, has an operating permit for water production up to 68 million gallons per day. The city purchases raw water from Tampa Bay Water, which is supplied from the Cosme-Odessa well field. Water enters the plant through three individual service lines, is treated, and potable water is distributed to the entire City of St. Petersburg plus the City of Gulfport. Currently, these service lines operate on grid power only, with no backup power supply. If the service lines are not powered for a significant period of time, storage tanks can provide potable water for only one to two days until they are depleted, and water supply is suspended. Overall, the proposed project shall harden the exterior envelope of the EOC reducing the potential for structural and content damage and shall provide near-absolute protection to essential personnel in alignment with the County's Local Mitigation Strategy plan. Furthermore, the project shall also secure access to potable water and allow continuity of operations at this critical facility.

The code plus portion of the project shall be designed to provide protection against 180 MPH winds, exceeding the wind speed required for the area of 154 MPH per Florida Building Code. Wind protection shall be provided on any other opening such as vents, louvers and exhaust fans.

The internal safe room or area should be designed and constructed to be structurally independent of the host building, providing protection against 180 MPH winds, the same as a stand-alone safe room. The design of the safe room should assume the failure of the host building. The internal safe room construction shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, to provide "near-absolute protection". Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for safe rooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the 2015 HMA Guidance Addendum, C. Hazard Mitigation Assistance for Safe Rooms.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and prepared plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the modification(s) needed.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.
- c) Construction Plans and bid documents.
- d) A copy of conducted peer review, if applicable.
- e) Revised cost estimate for Phase II construction (include Phase I costs), to implement the design project.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- g) Color aerial map with the project area clearly marked.
- h) Color photographs of the project area.
- i) Proof of compliance with Project Conditions and Requirements contained herein.
- j) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
- k) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for

each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information:
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting, and bidding for the proposed project, for Phase II approval, for Code-Plus hardening, an internal safe room designed to FEMA P-361 standards, and generator at the Cosme Water Treatment Plant in Odessa, Florida 33556.

The code plus portion of the project shall be designed to provide protection against 180 MPH winds, exceeding the wind speed required for the area of 154 MPH per Florida Building Code. Wind protection shall be provided on any other opening such as vents, louvers and exhaust fans.

The internal safe room or area should be designed and constructed to be structurally independent of the host building, providing protection against 180 MPH winds, the same as a stand-alone safe room. The design of the safe room should assume the failure of the host building. The internal safe room construction shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, to provide "near-absolute protection". Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for safe rooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the 2015 HMA Guidance Addendum, C. Hazard Mitigation Assistance for Safe Rooms.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the SFHA and shall be protected against wind with a rated enclosure

based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project, indicating the code plus portion will be able to withstand 180 MPH winds and the safe room portion will be able to withstand 180 MPH winds.
- 2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials, Labor and Fees.
- 4) A copy of the conducted peer review verifying the designs are compliance with all requirements, if applicable.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 6) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 7) A letter from the professional of record affirming the code plus portion will be able to withstand 180 MPH winds and the safe room portion will be able to withstand 180 MPH winds.
- 8) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection.
- 9) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been designed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 10) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 11) The code plus portion of the project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the building may have vulnerabilities due to age, design and location that may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and

- enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.
- 12) The internal safe room or area should be designed and constructed to be structurally independent of the host building, providing protection against 180 MPH winds, the same than a stand-alone safe room. The design of the safe room should assume the failure of the host building. The internal safe room construction shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, to provide "near-absolute protection". Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review.

D) Environmental:

- Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color aerial map with the project location clearly marked.
 - b) Color photographs of the project area (electronic).
 - c) Indicate if project site is located within a designated historic district of historic neighborhood.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division, a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the Sub-Recipient executed subcontract agreement(s) must be forwarded to the Division within 10 days of execution.

- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for reviews and approvals by the Division, for submittal to FEMA.
- 8) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-091-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on January 11, 2023; with a Pre-Award date of November 1, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **April 30, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase I -

Total Period of Performance:	15	Months
Deliverables Submitted to FDEM:	2	Months
Permitting / Survey:	3	Months
Design Specifications:	5	Months
Bidding / Local Procurement:	3	Months
State Contracting:	2	Months

BUDGET

Line Item Budget*

_	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$447,000.00	\$402,300.00	\$44,700.00
**Pre-Award:	\$20,000.00	\$18,000.00	\$2,000.00
Initial Agreement Amount:	\$467,000.00	\$420,300.00	\$46,700.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$467,000.00	\$420,300.00	\$46,700.00
****SRMC			
SRMC:	\$23,350.00	\$23,350.00	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$23,350.00	\$23,350.00	

^{*}Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

^{**}This project has a Pre-Award, approved by FEMA in the amount of \$20,000.00 project costs with a start date of **November 1, 2021**.

^{***} This project has an estimated \$0.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

**** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$23,350.00 in Federal funding. Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$420,300.00	(90.00%)
Non-Federal Share:	\$46,700.00	(10.00%)
Total Project Cost:	\$467,000.00	(100.00%)
SRMC (100% Federal)	\$23,350.00	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

- recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities:
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
 - For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (I) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT:	City of St. Petersburg				
REMIT ADDRESS:	1650 Third Avenue No	rth			
CITY: St. Petersb	ourg	STATE:	FL	ZIP	CODE: <u>33713</u>
PROJECT TYPE:	Hurricane Safe Ro Generator	oom and PR0	OJECT #:	4486-091-	-R
PROGRAM: Haza	ard Mitigation Grant Prog	gram CO	NTRACT	#: <u>H0952</u>	
BUDGET:	FE	EDERAL SHARE:		LOC	AL:
ADVANCED RECEIV	/ED: N/A	AMOUNT:		SETTL	.ED?
Invoice Period:	throu	ugh		Payme	ent No:
	ous Payments to Date: revious SRMC to Date: Total Federal to Date:			(SRM)	ral) C Federal) Federal Paid)
Eligible Amount	Obligated Federal	Obligated Local		Divisio	n Use Only
100% (Current Request)	Amount 90%	Non-Federal 10%		Approved	Comments
			\top		
TOTAL CURRENT R	REQUEST: \$		-		
and the expenditures, conditions of the Fede naterial fact, may sub	disbursements and cash ral award. I am aware the oject me to criminal, civil Title 18, Section 1001 a	n receipts are for the hat any false, fictitio l or administrative p	e purpose us, or frau enalties f	es and objectives a udulent information for fraud, false sta	complete, and accurate, set forth in the terms and on, or the omission of any atements, false claims or 2.
NAME:		TITLE:			Date:
	то в	E COMPLETED BY	THE DI	VISION	
APPROVED PROJE	ECT TOTAL \$				
APPROVED SRM	MC TOTAL: \$	Dl'	VISION D	DIRECTOR	
APPROVED FOR	PAYMENT _\$		ATE		

Attachment D (cont.) SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SL	JB-RECIPIENT	T: City o	f St. Petersburg	PAYMENT #:			
PR	OJECT TYPE	: Hurric	ane Safe Room and Generator	PROJECT #:	448	6-091-R	
PR	ROGRAM:	Hazar	d Mitigation Grant Program	CONTRACT #:	H09)52	
	REF NO ²	DATE ³	DOCUMENTA	ATION ⁴		(Check) AMOUNT	ELIGIBLE COSTS (100%)
1							,
2							
3							
4							
5							
6							
7							

TOTAL

% completion of the project.

This payment represents

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF ST. PETERSBURG

If you are requesting an advance, indicate same by checking the box below.

[] ADVANCE REQUESTED	
Advance payment of \$ will be made on a reimbursement basis staff, award benefits to clients, duplicate supplies and equipment. We would not without this advance.	e forms and purchase start-up

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS	2020 Anticipated Expenditures for First Three
(list applicable line items)	Months of Contract
For example	
ADMINISTRATIVE COSTS	
(Include Secondary Administration.)	
For example	
PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

QUARTERLY REPORT FORM

<u>Instructions</u>: Complete and submit this form to State Project Manager within15-days after each quarter: **SUB-RECIPIENT:** City of St. Petersburg PROJECT #: 4486-091-R PROJECT TYPE: Hurricane Safe Room and Generator CONTRACT #: H0952 **PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** Advance Payment Information: Advance Received N/A Amount: \$ Advance Settled? Yes ☐ No ☐ Financial Amount to Date: Sub-Recipient Total Project Expenditures to date (federal & local): Target Dates (State Agreement): Contract Execution Date: Contract Expiration Date: Closeout Requested Date: Date Deliverables Submitted: Describe **Milestones** achieved during this quarter: Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below) Percentage of Milestones completed to Date: % **Describe Activities - Milestones completed this quarter only:** Schedule of the Milestones-Activities: **Milestone Dates** (estimated) State Contracting Closeout Compliance Estimated Project Completion Date: Issues or circumstances affecting completion date, milestones, scope of work, and/or cost: Cost Status: ☐ Cost Unchanged Under Budget Over Budget Cost / Financial Comments: NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award. Sub-Recipient Contract Representative (POC): Phone: Signature: ~ To be completed by Florida Division of Emergency Management Project Manager ~ **Project Manager Statement:** ☐ No Action Required, OR ☐ Action Required: PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: Date Reviewed: Reviewer: Project Manager

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions The prospective subcontractor, _ the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency. SUBCONTRACTOR City of St. Petersburg By: Signature Sub-Recipient's Name H0952 Name and Title DEM Contract Number 4486-091-R Street Address FEMA Project Number City, State, Zip

Date

Attachment I

Federal Funding Accountability and Transparency Act Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: <u>4486</u>	-091-R	
FUNDING AGENCY:	Federal Em	ergency Management Agency
AWARD AMOUNT:	\$ 443,650.0	0
OBLIGATION/ACTIO	N DATE:	January 11, 2023
SUBAWARD DATE (f applicable):	
·		
UEID/SAM#: <u>LARI</u>	1MJNJAKS4	

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME:			
DBA NAME (IF APPLIC	ABLE):		
PRINCIPAL PLACE OF	BUSINESS ADDRESS:		
ADDRESS LINE 1:			
ADDRESS LINE 2:			
ADDRESS LINE 3:			
CITY	STATE	ZIP CODE+4**	
PARENT COMPANY UI applicable):	EID/SAM# (if		
CATALOG OF FEDERA	AL DOMESTIC ASSISTANCE (CFDA#):		
DESCRIPTION OF PRO			

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide above code wind protection, internal hurricane safe room capabilities and backup power for a new Emergency Operations Center (EOC) to be constructed within the Cosme Water Treatment Plant located at 16015 Race Track Road, Odessa, Florida 33556. Coordinates: (28.09610, -82.59700).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide necessary information in the Phase I deliverables for the Phase II review of the following proposed activities.

The Phase II proposed scope of work shall implement a code plus and hurricane safe room project that includes all hardening activities to provide above code wind protection to the new EOC, including FEMA 361-compliant internal safe room areas within this critical facility. The new two-story, 14,950 total square foot structure is to be constructed adjacent to the Main Pump and Filter building within the Cosme Water Treatment Plant. The new facility shall be designed with all necessary activities to protect the building envelope, including but not limited to an impact-rated roof and truss system with gravity support brackets for gutters, impact-rated exterior wall protection, weather stripping, hurricane-rated entry glass doors and impact-resistant window and door systems. Additionally, the EOC shall be designed to include three builtin-place internal hurricane safe rooms to accommodate approximately 30 critical and essential services employees. The three internal safe rooms shall have a total gross area of approximately 2,230 square feet, with approximately 1,450 square feet of usable space. According to preliminary estimates, the City of St. Petersburg proposes one internal safe room to have a gross area of approximately 1,430 square feet, with approximately 930 square feet of usable space. The other two internal safe rooms shall have a gross area of approximately 400 square feet each, with approximately 260 square feet of usable space each. The city has identified the Cosme Water Treatment Plant as an ideal location for the construction of the new EOC due to its placement outside the floodplain and its immediate proximity to this essential facility. During an emergency, water treatment plant employees must remain on-site to monitor critical operations and impacts that may affect the potable water supply. Currently, critical employees operate from the Main Pump and Filter building, which has several wind vulnerabilities. The new structure shall be designed to simultaneously serve as the city's EOC and operational headquarters for the Cosme Water Treatment Plant.

The City of St. Petersburg also proposes the installation of a permanent 816 kW diesel generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the new EOC and the Cosme Water Treatment Plant's service lines that pump water from Tampa Bay Water's well fields. The proposal includes the installation of an automatic transfer switch, construction of a concrete pad and an approximately 1,600 square foot generator enclosure. The Cosme Water Treatment Plant, owned and operated by the City of St. Petersburg, has an operating permit for water production up to 68 million gallons per day. The city purchases raw water from Tampa Bay Water, which is supplied from the Cosme-Odessa well field. Water enters the plant through three individual service lines, is treated, and potable water is distributed to the entire City of St. Petersburg plus the City of Gulfport. Currently, these service lines operate on grid power only, with no backup power supply. If the service lines are not powered for a significant period of time, storage tanks can provide potable water for only one to two days until they are depleted, and water supply is suspended. Overall, the proposed project shall harden the exterior envelope of the EOC reducing the potential for structural and content damage and shall provide near-absolute protection to essential personnel in alignment with the County's Local Mitigation Strategy plan. Furthermore, the project shall also secure access to potable water and allow continuity of operations at this critical facility.

The code plus portion of the project shall be designed to provide protection against 180 MPH winds, exceeding the wind speed required for the area of 154 MPH per Florida Building Code. Wind protection shall be provided on any other opening such as vents, louvers and exhaust fans.

The internal safe room or area should be designed and constructed to be structurally independent of the host building, providing protection against 180 MPH winds, the same as a stand-alone safe room. The design of the safe room should assume the failure of the host building. The internal safe room construction shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, to provide "near-absolute protection". Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for safe rooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the 2015 HMA Guidance Addendum, C. Hazard Mitigation Assistance for Safe Rooms.

The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF BUSINESS):	F PROJECT PERFORMANCE (IF	DIFFERENT THAN PRINCIPA	AL PLACE OF
ADDRESS LINE 1:			
ADDRESS LINE 2:			
ADDRESS LINE 3:			
CITY	STATE	ZIP CODE+4**	

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1.	p fi th re a T	n your business or organization's previous fiscal year, did your business or organization (including arent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your nnual gross revenues from Federal procurement contracts (and subcontracts) and Federal nancial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial ssistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the transparency Act? Yes \(\sum \) No \(\sum \)
		nnswer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", to the signature block below to complete the certification and submittal process.
;	2.	Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

<u>"Total Compensation"</u> is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

Yes No No

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1	(Luct, 1 Hot, III)	Title	Completed Flocal Feat
-			
2			
3			
4			
7			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.
SIGNATURE:
NAME AND TITLE:
DATE:

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that <u>may</u> be required:

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, subrecipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - (J) See 2 C.F.R, § 200.323 Procurement of recovered materials.
- (K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.
- (L) See 2 C.F.R, §200.322 Domestic preferences for procurements (Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT ContractProvisionsTemplate 9-30-19.pdf.

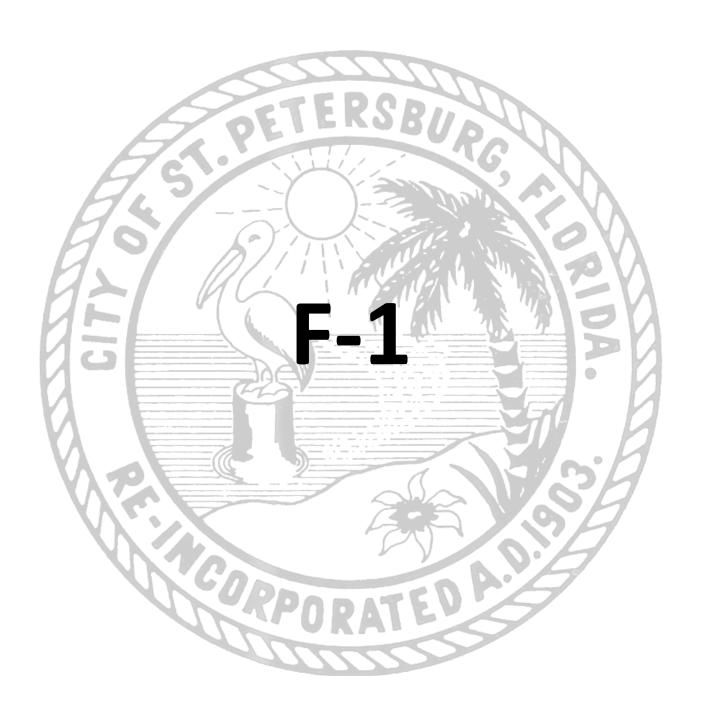
Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:
☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will <u>exceed</u> \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
☐ This Certification is <u>not</u> required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
The Sub-Recipient or subcontractor,, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
Signature of Sub-Recipient/subcontractor's Authorized Official
Name and Title of Sub-Recipient/subcontractor's Authorized Official
Date

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Budget, Finance, and Taxation Committee to discuss pre-funding during FY 23, a portion of the FY 24 Pension Fund contribution. (Councilmember Gerdes- Staff Request) Please scroll down to view the backup material.



CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: May 4, 2023

COUNCIL DATE: May 18, 2023

RE: Referral to the Budget, Finance, and Taxation Committee to Discuss Pre-

Funding a Portion of the FY 24 Pension Fund Contribution. (Staff

Request)

ACTION DESIRED:

Respectfully requesting a referral to the Budget, Finance, and Taxation Committee to discuss pre-funding during FY 23, a portion of the FY 24 Pension Fund contribution.

This referral is a staff request, and I am formally submitting this new business item as a method of informing the City Council.

Copley Gerdes Council Member, District 1 The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Legislative Affairs and Intergovernmental Relations Committee for a discussion on the impact of Senate Bill 250 on current city ordinances and ordinances that are in the process at the time of passage. (Chair Gabbard)

Please scroll down to view the backup material.



CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: May 11, 2023

COUNCIL DATE: May 18, 2023

RE: Referral to the Legislative Affairs and Intergovernmental Relations

Committee for a discussion on the impacts of Senate Bill 250

ACTION DESIRED:

Respectfully requesting a referral to the Legislative Affairs and Intergovernmental Relations Committee for a discussion on the impact of Senate Bill 250 on current city ordinances and ordinances that are in the process at the time of passage.

Council Chair Brandi Gabbard District 2

Attachment: Analysis of Senate Bill 250 and corresponding amendments

THE FLORIDA SENATE 2023 SUMMARY OF LEGISLATION PASSED

Committee on Community Affairs

CS/CS/SB 250 — Natural Emergencies

by Fiscal Policy; Community Affairs; and Senator Martin

The bill makes various changes throughout Florida Statutes regarding the preparation and response activities of state and local government when natural emergencies impact the state.

Specifically, the bill:

- Requires the Division of Emergency Management to post on its website a model debris removal contract for the benefit of local governments (effective upon becoming a law).
- Requires the Division of Emergency Management to prioritize technical assistance and training to fiscally constrained counties on aspects of preparedness, response, recovery, and mitigation (effective upon becoming a law).
- Encourages local governments to create emergency financial plans in preparation for major natural disasters.
- Provides that counties and municipalities cannot prohibit a resident from placing a temporary residential structure on their property for up to 36 months following a natural emergency under certain circumstances.
- Authorizes local governments to create specialized building inspection teams following a
 natural disaster and encourages interlocal agreements for additional building inspection
 services during a state of emergency.
- Requires local governments to expedite the issuance of building permits following a natural disaster.
- Increases the extension of certain building permits following a declaration of a state of emergency from six to 24 months and caps such extension at 48 months in the event of multiple natural emergencies.
- Prohibits counties and municipalities within the disaster declaration for Hurricane Ian or Hurricane Nicole from increasing building fees until October 1, 2024 (effective upon becoming a law).
- Allows registered contractors to engage in contracting for the types of work covered by their registration within areas for which a state of emergency has been declared (effective upon becoming a law).
- Prohibits counties and municipalities within 100 miles of Hurricane Ian or Hurricane Nicole landfall from adopting more restrictive or burdensome procedures to their comprehensive plans or land development regulations concerning review, approval, or issuance of a site plan, development permit, or development order before October 1, 2024. Additionally, such counties and municipalities may not propose or adopt a moratorium on construction, reconstruction, or redevelopment of any property damaged by Hurricane Ian or Nicole (effective upon becoming a law).
- Extends the date for fire control districts within 50 miles of Hurricane Ian's landfall to submit statutorily-required performance reviews.
- Amends the Consultants' Competitive Negotiation Act to allow for additional disasterrelated construction projects relating to Hurricane Ian to utilize the "continuing contracts" provision through December 31, 2023 (effective upon becoming a law).

This summary is provided for information only and does not represent the opinion of any Senator, Senate Officer, or Senate Office.

- Makes the Local Government Emergency Bridge Loan Program a revolving program and makes funds available for local governments impacted by federally declared disasters until July 1, 2038. The bill appropriates \$50 million in nonrecurring funds from the General Revenue Fund to the program for the 2023-2024 fiscal year and authorizes \$50 million of funds appropriated in special session to a previous version of the program to be transferred and used for this program.
- Provides clarification regarding the 45-day grace period following a hurricane in which owners must bring a derelict vessel into compliance before being charged with a violation.
- Directs the Division of Emergency Management to administer a revolving loan program for local government hazard mitigation projects, and appropriates \$1 million in nonrecurring funds from the General Revenue Fund and \$10 million in nonrecurring funds from the Federal Grants Trust Fund for such activity for the 2023-2024 fiscal year.
- Shields public utilities from liability for damages arising from changes in reliability, continuity, or quality of services stemming from an emergency or disaster.

If approved by the Governor, or allowed to become law without the Governor's signature, these provisions take effect July 1, 2023, except as otherwise provided.

Vote: Senate 39-0; House 109-4

CS/CS/SB 250 Page: 2

The Florida Senate HOUSE MESSAGE SUMMARY

Prepared By: The Professional Staff of the Committee on Community Affairs

[2023s00250.hms.ca]

BILL: CS/CS/SB 250, Engrossed 1

INTRODUCER: Senator Martin

SUBJECT: Natural Emergencies

DATE: April 26, 2023

I.Amendments Contained in Message:

House Amendment - 791633 (body with title)

II.Summary of Amendments Contained in Message:

House Amendment - 791633 makes the following changes to the Senate bill:

- Authorizes the extension for fire control district performance reviews for only those districts located within 50 miles of where Hurricane Ian made landfall that were required to submit reports by July 1, 2023, and requires submission of the report by January 1, 2024.
- Makes the provision on the tolling and extension of permits following an emergency declaration retroactive to September 28, 2022.
- Makes the provision prohibiting local governments from proposing or adopting more restrictive or burdensome amendments to its comprehensive plan or land development regulations retroactive to September 28, 2022, instead of September 29, 2022.
- Prohibits local governments from proposing or adopting a moratorium on construction, reconstruction, or redevelopment of any property damaged by Hurricane Ian or Nicole before October 1, 2024, and applies it retroactively to September 28, 2022.
- Adds a new section to provide that public utilities are not liable for damages based in whole
 or in part on changes in the reliability, continuity, or qualify of utility services which arise
 out of an emergency or disaster.
- Removes the appropriation to the Office of Insurance Regulation for hurricane-related market conduct activity.
- Makes a technical change regarding the continuing contracts provision and the reversion to current law after the provision expires.

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the Public Services & Infrastructure Committee to discuss the enforcement of driving without a license and potential diversion options. (Councilmember Floyd) Please scroll down to view the backup material.



CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: May 11, 2023

COUNCIL DATE: May 18, 2023

RE: Referral to the Public Services & Infrastructure Committee potential

diversion options for driving without a license.

ACTION DESIRED:

Respectfully requesting a referral to the Public Services & Infrastructure Committee to discuss the enforcement of driving without a license and potential diversion options.

Richie Floyd Council Member, District 8 The following page(s) contain the backup material for Agenda Item: April 27, 2023 Youth & Family Services Committee - Action Item
Please scroll down to view the backup material.



COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: April 27, 2023

COUNCIL DATE: May 18, 2023

RE: April 27, 2023 Youth & Family Services Committee Action Item –

Resolution Supporting the Provision of Legal Representation, Through Third-Party Pro-Bono Legal Service Providers, to Tenants in the City Facing Potential Eviction and Otherwise May Not Be Able to Afford

Legal Representation

ACTION DESIRED:

Respectfully requesting approval of a resolution supporting the provision of legal representation, through third-party pro-bono legal service providers, to tenants in the City of St. Petersburg who are facing potential eviction and otherwise may not be able to afford legal representation.

ATTACHMENTS:

Proposed Resolution

Council Vice-Chair Figgs-Sanders Chair, Youth & Family Services Committee

RESOLUTION NO. 2023-

A RESOLUTION SUPPORTING THE PROVISION OF LEGAL REPRESENTATION TO TENANTS IN THE CITY OF ST. PETERSBURG WHO ARE FACING POTENTIAL EVICTION AND OTHERWISE MAY NOT BE ABLE TO AFFORD LEGAL REPRESENTATION; REQUESTING CITY ADMINISTRATION EXPLORE THE CREATION OF A PROGRAM TO FACILITATE FUNDING LOCAL NOT FOR PROFIT PRO-BONO LEGAL SERVICE PROVIDERS TO ASSIST TENANTS FACING EVICTION; SUPPORTING ADDITIONAL FUNDING TO THE LOCAL NOT FOR PROFIT PRO-BONO LEGAL SERVICE PROVIDER FOR THE PAYMENT OF BACK RENT INTO THE COURT REGISTRY WHEN DEEMED NECESSARY BY SUCH LOCAL NOT FOR PROFIT PRO-BONO LEGAL SERVICE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of St. Petersburg supports the health, safety, and welfare of all its residents; and

WHEREAS, evictions have a disproportionate effect on low-income residents of the City and have lasting impacts on mental and physical health, as well as employment and future housing options for such residents; and

WHEREAS, having access to a local not for profit pro-bono legal service provider can provide tangible benefits to those facing eviction by allowing renters to protect their rights, including allowing individuals to fight unauthorized evictions or directly negotiate with landlords for time to find a new home; and

WHEREAS, access to a local not for profit pro-bono legal service provider aids renters facing eviction and can help produce comparatively positive outcomes for both renters and landlords; and

WHEREAS, City Council supports pro-bono legal services as a means to protect the rights of renters across the City, and requests that Administration explore providing funding to a local not for profit pro-bono legal service provider to assist renters in the City of St. Peterburg who are facing eviction; and

WHEREAS, in an eviction proceeding, Section 83.60(2), Florida Statutes, requires the tenant to deposit all rent due into the Court registry in order to bring most defenses to eviction, which often limits a tenant from bringing an otherwise valid defense; and

WHEREAS, City Council accordingly supports additional funding to the local not for profit pro-bono legal service provider for the payment of back rent into the Court registry when deemed necessary by such local not for profit pro-bono legal service provider.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council supports the provision of legal representation to tenants in the City of St. Petersburg who are facing potential eviction and otherwise may not be able to afford legal representation.

BE IT FURTHER RESOLVED that this Council requests City Administration explore the creation of a program to facilitate funding local not for profit pro-bono legal service providers to assist tenants facing eviction.

BE IT FURTHER RESOLVED this Council supports additional funding to the local not for profit pro-bono legal service provider for the payment of back rent into the Court registry when deemed necessary by such local not for profit pro-bono legal service provider.

This Resolution shall take effect immediately upon adoption.

LEGAL:

City Attorney (Designee)

00680012

The following page(s) contain the backup material for Agenda Item: A resolution approving the settlement of the lawsuit of William Hubbard, Employee/Claimant vs. City of St. Petersburg, Employer and Commercial Risk Management, Carrier/Servicing Agent, Claim No. C3690446 and providing an effective date.

Please scroll down to view the backup material.



RESOLUTION NO.

A RESOLUTION APPROVING THE SETTLEMENT OF THE LAWSUIT/CLAIM OF WILLIAM HUBBARD, EMPLOYEE/CLAIMANT V. CITY OF ST. PETERSBURG, EMPLOYER AND COMMERCIAL RISK MANAGEMENT, CARRIER/SERVICING AGENT, CLAIM NUMBER C3690446; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the settlement by and between <u>William Hubbard, Employee/Claimant v. City of St. Petersburg, Employer and Commercial Risk Management, Carrier/Servicing Agent; Claim Number C3690446</u>, in the amount of \$50,000.00 for a total washout settlement is approved.

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

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

Approved as to Form and Content:

City Attorney (designee) 00677448

The following page(s) contain the backup material for Agenda Item: A resolution approving settlement of the lawsuit of Annette Carroll v. City of St. Petersburg, Florida, Circuit Court for Pinellas County, Florida, Case No. 21-004365-CI, and providing an effective date. Please scroll down to view the backup material.



RESOLUTION NO.	
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A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF ANNETTE CARROLL V. CITY OF ST. PETERSBURG, FLORIDA, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 21-004365-CI, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, By the City Council of the City of St. Petersburg, Florida, that the settlement by and between the City of St. Petersburg and Plaintiff, Annette Carroll, in the case of <u>Annette Carroll v. City of St. Petersburg</u>, Case No. 21-004365-CI, Circuit Court for Pinellas County, Florida, in the amount of \$92,500.00 is approved.

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

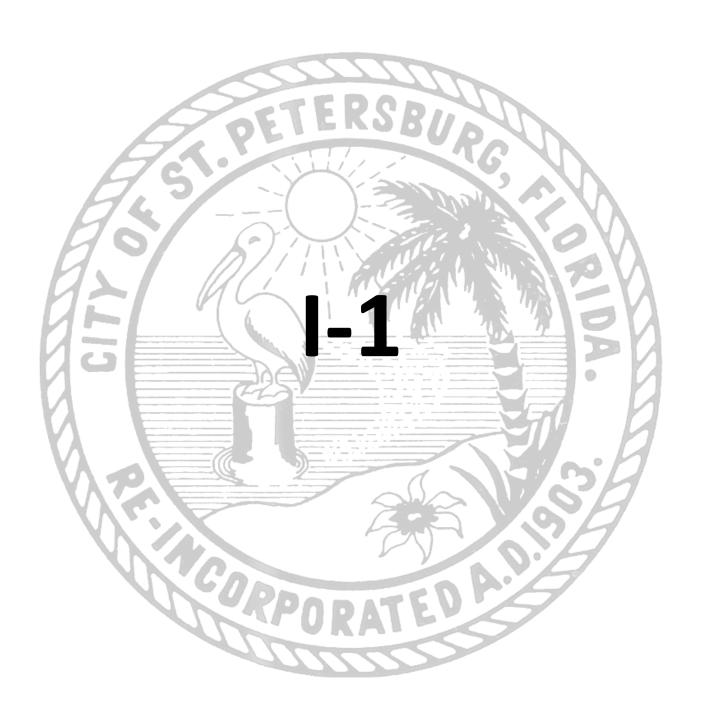
BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:

/S/: Joseph P. Patner

City Attorney (designee)

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number LCA 1645
Please scroll down to view the backup material.





CITY OF ST. PETERSBURG MEMORANDUM

TO:

Chan Srinivasa, City Clerk, City Clerk's Office

FROM:

David Dickerson, Collection Manager, Billing & Collections

SUBJECT:

Public Hearing - City Council Meeting on MAY 18, 2023

DATE:

May 3, 2023

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	1645
SECURING	1282

ST. PETERSBURG CITY COUNCIL

MEETING OF: N	MAY 1	8,	2023
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TO:	COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL		
SUBJECT:	Confirming Preliminary Assessment for Building Securing Number <u>LCA 1645</u>		
EXPLANATION: Codes Compliance Assistance attached structures which were unfit or unsafe under Chapter 8 St. Petersburg City Code. The rate is 8% per annum on the un		be	
	LCA:	1645	
	NUMBER OF STRUCTURES	<u>8</u>	
	ASSESSABLE AMOUNT:	\$1,875.94	
	According to the City Code, these assess lien on each property. It is recommende be confirmed.		
COST/FUNDING/ASS	ESSMENT INFORMATION:		
	The total assessable amount of \$1,875.94 to the property owners.	4 will be fully assessable	
ATTACHMENTS:			
	MAYOR:		
	COUNCIL ACTION:		
FOLLOW-UP:	AGENDA	NO	

**** City of St. Petersburg **** Special Assessments Division FINAL ASSESSMENT ROLL 5-18-2023

LCA 1645 80855 SWISS QUALITY HOMES LLC 10007 TATE LN TAMPA FL 336265421 LCA 1645 80856 8226 TRUST SIROIS, HOLLY TRE PO BOX 86249 MADEIRA BEACH FL 337386249 LCA 1645 80857 ARSHT, STEVEN J ARSHT, ALONA V 5301 GULF BLVD APT A610 SAINT PETERSBURG FL 337062314 LCA 1645 80858 VERAVANA LLC 9890 LIBERIA AVE	ASSESSMENT NUMBER LCA 1645 80852 LCA 1645 80853	OWNER NAME /MAILING ADDRESS 2 ATKINSON, ANGELA 3783 ABINGTON AVE S SAINT PETERSBURG FL 337113519 3 HA, JACQUELINE T HA, TUONG T 3768 28TH AVE S SAINT PETERSBURG FL 337113509 4 HEALTHY LIVING REALTY LLC 2225 23RD AVE S SAINT PETERSBURG FL 337123517		PARCEL ID /LEGAL DESCRIPTION 34 31 16 05526 004 0230 BAYVIEW TERRACE, ROY SCOTTS BLK 4, LOT 23 34 31 16 05526 008 0010 BAYVIEW TERRACE, ROY SCOTTS BLK 8, LOTS 1, 2, 3 & 4 22 31 16 08352 008 0050 BETHWOOD TERRACE BETHWOOD TERRACE BETHWOOD TERRACE BLK 8, LOT 5
SAINT PETERSBURG FL 337113509 1645 80854 HEALTHY LIVING REALTY LLC 2225 23RD AVE S SAINT PETERSBURG FL 337123517 1645 80855 SWISS QUALITY HOMES LLC 10007 TATE LN TAMPA FL 336265421 1645 80856 8226 TRUST SIROIS, HOLLY TRE PO BOX 86249 MADEIRA BEACH FL 337386249 1645 80857 ARSHT, STEVEN J ARSHT, ALONA V 5301 GULF BLVD APT A610 SAINT PETERSBURG FL 337062314 1645 80858 VERAVANA LLC 9890 LIBERIA AVE	1645	SAINT PETERSBURG FL HA, JACQUELINE T HA, TUONG T 3768 28TH AVE S	34 BA: BD:	` 08
SAINT PETERSBURG FL 337123517 1645 80855 SWISS QUALITY HOMES LLC 10007 TATE LN TAMPA FL 336265421 1645 80856 8226 TRUST SIROIS, HOLLY TRE PO BOX 86249 MADEIRA BEACH FL 337386249 1645 80857 ARSHT, STEVEN J ARSHT, ALONA V 5301 GULF BLVD APT A610 SAINT PETERSBURG FL 337062314 1645 80858 VERAVANA LLC 9890 LIBERIA AVE	1645	SAINT PETERSBURG FL HEALTHY LIVING REALT 2225 23RD AVE S	22 BET BLK	80
TAMPA FL 336265421 1645 80856 8226 TRUST	1645	SAINT PETERSBURG FL SWISS QUALITY HOMES 10007 TATE LN	30 GL BL	30 31 17 31284 003 0200 GLENWOOD PARK BLK C, LOT 20
MADEIRA BEACH FL 337386249 1645 80857 ARSHT, STEVEN J ARSHT, ALONA V 5301 GULF BLVD APT A610 SAINT PETERSBURG FL 337062314 1645 80858 VERAVANA LLC 9890 LIBERIA AVE	1645	TAMPA FL 33 8226 TRUST SIROIS, HOI PO BOX 8624	ALC:	12 31 15 44820 000 0300 JUNGLE SHORES NO. 2 LOT 30 & W 30FT OF LOT 31 AND E 40FT OF LOT 29
SAINT PETERSBURG FL 337062314 1645 80858 VERAVANA LLC 9890 LIBERIA AVE	1645	MADEIRA BEACH FL 33 ARSHT, STEVEN J ARSHT, ALONA V 5301 GULF BLVD APT	# F O	06 32 17 51444 012 0160 LEWIS ISLAND SEC 1 BLK 12, LOT 16
	1645	SAINT PETERSBURG FL VERAVANA LLC 9890 LIBERIA AVE	ω ਚਾ ਲ	34 31 16 68490 004 0040 PERRY'S SKYVIEW SUB BLK D, LOT 4

MANASSAS VA 201105836

ASSESSMENT NUMBER OWNER NAME /MAILING ADDRESS

LCA 1645 80859 GSN TAMPA LLC

50 JERICHO TPKE STE 103

JERICHO NY 117531014

TOTAL NUMBER OF ASSESSMENTS:

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**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
5-18-2023

PARCEL ID /LEGAL DESCRIPTION

PROPERTY ADDRESS

ORIGINAL ASSESSMENT

264.56

1040 MELROSE AVE S

Page N

TOTAL ASSESSMENT AMOUNT:

1,875.94

LOT CLEARING NUMBER 1645 COST / FUNDING / ASSESSMENT INFORMATION

CATEGORY ASSESSED	AMOUNT TO BE ASSESSED
LOT CLEARING COST	\$ 1,355.94
ADMINISTRATIVE FEE	<u>\$ 520.00</u>
TOTAL:	\$ 1,875.94

A RESOLUTION CONFIRMING PRELIMINARY ASSESSMENT ROLLS FOR LOT CLEARING NO. 1645 ("LCA 1645") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 16.40.060.4.4; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT NOTICE(S) OF LIEN(S) WILL BE FILED BY THE POD IN THE OFFICE OF THE CITY CLERK AND MAY BE RECORDED IN THE PUBLIC RECORDS OF COUNTY: AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, preliminary assessment rolls for Lot Clearing No.1645 ("LCA 1645") have been submitted by the POD (i.e., person officially designated) 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 met at the time and place specified in the notice and heard any and all objections that any affected party wished to offer as to why said assessments should not be made final.

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.1645 ("LCA 1645") as liens against the respective real property upon which such 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.

BE IT FURTHER RESOLVED that the unpaid balance of the principal amount of any liens against the respective real property listed on LCA 1645 shall bear interest at the rate of (i) 8% per annum beginning 30 days after the effective date of this Resolution and (ii) 12% per annum beginning one year after the effective date of this Resolution.

BE IT FURTHER RESOLVED that this Council acknowledges that notice(s) of the lien(s) will be filed by the POD in the office of the City Clerk and may be recorded in the public records of the County.

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:
Therail M	
00678511	

The following page(s) contain the backup material for Agenda Item: Confirming Preliminary Assessment for Building Securing Number SEC 1282 Please scroll down to view the backup material.





CITY OF ST. PETERSBURG MEMORANDUM

TO:

Chan Srinivasa, City Clerk, City Clerk's Office

FROM:

David Dickerson, Collection Manager, Billing & Collections

SUBJECT:

Public Hearing - City Council Meeting on MAY 18, 2023

DATE:

May 3, 2023

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	1645
SECURING	1282

ST. PETERSBURG CITY COUNCIL

	MEETING OF: <u>MAY 18, 2023</u>		
TO:	COUNCIL CHAIR AND MEMBERS OF CITY COUNCIL		
CT.D. 171 CM			
SUBJECT:	Confirming Preliminary Assessment for Building Securing Number <u>SEC 1282</u>		
EXPLANATION:	Codes Compliance Assistance has secured the attached structures which were found to be unfit or unsafe under Chapter 8 of the St. Petersburg City Code. The interest rate is 8% per annum on the unpaid balance.		
	SEC:	<u>1282</u>	
	NUMBER OF STRUCTURES	<u>8</u>	
	ASSESSABLE AMOUNT:	<u>\$6,680.86</u>	
	According to the City Code, these assess lien on each property. It is recommende be confirmed.		
COST/FUNDING/ASS	ESSMENT INFORMATION: The total assessable amount of \$6,680.80 to the property owners.	6 will be fully assessable	
ATTACHMENTS:			
	MAYOR:		
	COUNCIL ACTION:		

AGENDA NO.

FOLLOW-UP:____

**** City of St. Petersburg **** Special Assessments Division FINAL ASSESSMENT ROLL 5-18-2023

SAINT PETERSBURG FL 337333457	TAMPA FL 336195160 SEC 1282 08207 THOMAS, NATHANIEL JR PO BOX 13457	SAINT PETERSBURG FL 337105544 SEC 1282 08206 RERFF1 LLC 9912 BOSQUE CREEK CIR UNIT 302	SAINT PETERSBURG FL 337144131 SEC 1282 08205 HARDWICK REAL ESTATE INVESTMENTS LLC 1700 66TH ST N STE 104-131	SAINT PETERSBURG FL 337121653 SEC 1282 08204 ICARS OF TAMPA LLC 2126 43RD AVE N	BOYNTON BEACH FL 334737833 SEC 1282 08203 N & J DREAMS LLC 2655 6TH AVE S	SAINT PETERSBURG FL 337050505 SEC 1282 08202 FLIPIT2U LLC 12011 FOX HILL CIR	SEC 1282 08201 ********* PO BOX 35295	ASSESSMENT OWNER NAME NUMBER /MAILING ADDRESS
	26 31 16 72846 000 0180 PRATHER'S HIGHLAND HOMES LOTS 18 AND 19	27 31 16 53532 000 0060 MCCLAY'S, J.O. SUB LOT 6	30 31 17 46404 005 0040 KERR ADD BLK 5, LOT 4	01 31 16 37044 003 0110 HARRIS SCHOOL SUB NO. 2 BLK 3, LOT 11	31 31 17 36684 000 1080 HARBORDALE SUB LOT 108	14 31 16 12492 000 0220 BRUNSON SUB LOT 22	27 31 16 01746 000 0050 AUSTIN'S SUB LOT 5	PARCEL ID /LEGAL DESCRIPTION
	1338 29TH ST S	4029 13TH AVE S	524 16TH AVE S	2126 43RD AVE N	625 25TH AVE S	2311 8TH AVE N	3819 15TH AVE S	PROPERTY ADDRESS
	410.38	1,620.07	1,279.35	655.97	1,446.14	205.97	788.26	ORIGINAL ASSESSMENT

ASSESSMENT NUMBER OWNER NAME /MAILING ADDRESS

SEC 1282 08208 BANK OF AMERICA NA

14405 WALTERS RD STE 200

HOUSTON TX 770141345

TOTAL NUMBER OF ASSESSMENTS: 00

**** City of St. Petersburg ****
Special Assessments Division
FINAL ASSESSMENT ROLL
5-18-2023

PARCEL ID /LEGAL DESCRIPTION

25 31 16 79722 000 0200 SEMINOLE HEIGHTS REV SUB LOT 20

ORIGINAL ASSESSMENT

Page N

PROPERTY ADDRESS

1908 UNION ST S

274.72

TOTAL ASSESSMENT AMOUNT: 6,680.86

BUILDING SECURING NUMBER SEC 1282

COST/FUNDING/ASSESSMENT INFORMATION

CATEGORY	AMOUNT TO	AMOUNT TO BE ASSESSED		
SECURING COST	\$	4,252.50		
MATERIAL COST	\$	1,177.15		
LEGAL AD	\$	891.21		
ADMIN. FEE.	\$	360.00		
TOTAL:	\$	6,680.86		

A RESOLUTION ASSESSING THE COSTS OF SECURING LISTED ON SECURING BUILDING NO. 1282 ("SEC 1282") AS LIENS AGAINST THE RESPECTIVE REAL PROPERTY UPON WHICH SUCH COSTS WERE INCURRED; PROVIDING THAT SAID LIENS HAVE A PRIORITY AS ESTABLISHED BY CITY CODE SECTION 8-270; PROVIDING FOR INTEREST RATE(S) ON UNPAID BALANCES; ACKNOWLEDGING THAT A NOTICE(S) OF LIEN(S) SHALL BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY: AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the requirements set forth in Chapter 8 of the St. Petersburg City Code, the City has secured certain properties; and

WHEREAS, the structures so secured are listed on Securing Building No. 1282 ("SEC 1282"); and

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

WHEREAS, the City Council held a public hearing on May 18, 2023, to hear all persons who wished to be heard concerning this matter.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council assesses the costs of securing listed on Securing Building No. 1282 ("SEC 1282") as liens against the respective real property upon which the costs were incurred and that pursuant to Section 8-270 of the St. Petersburg City Code said liens shall be superior in dignity to all other liens except taxes.

BE IT FURTHER RESOLVED that the unpaid balance of the principal amount of any liens against the respective real property listed on SEC 1282 shall bear interest at the rate of (i) 8% per annum beginning 30 days after the effective date of this Resolution and (ii) 12% per annum beginning one year after the effective date of this Resolution.

BE IT FURTHER RESOLVED that this Council acknowledges that a notice(s) of lien(s) shall be recorded in the public records of the County.

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:
Musel M	
00678512	

The following page(s) contain the backup material for Agenda Item: LDR 2022-06: A private-initiated application requesting a text amendment to the Land Development Regulations: Ordinance 545-H, an Ordinance of the City of St. Petersburg, Florida amending its Land Development Regulations; Amending Section 16.30.020.4 of the City Code relating to the Adaptive Reuse of Historic Buildings Overlay; and providing an effective date. (Legislative) Please scroll down to view the backup material.





ST. PETERSBURG CITY COUNCIL Meeting of May 18, 2023

TO: The Honorable Brandi Gabbard, Chair, and Members of City Council

SUBJECT: City File: LDR 2022-06: A private-initiated application requesting a text

amendment to the Land Development Regulations: Ordinance 545-H, an Ordinance of the City of St. Peterburg, Florida amending its Land Development Regulations; Amending Section 16.30.020.4 of the City Code relating to the Adaptive Reuse of

Historic Buildings Overlay; and providing an effective date. (Legislative)

BACKGROUND:

This text amendment application was submitted concurrently with applications for Local Historic Landmark designation (City File 22-90300002) and Adaptive Reuse (City File AR 2022-01) to preserve and redevelop a former Standard Oil filling station located at 2439 4th Street South. The text amendment will allow for the consideration of a drive-thru, where a local landmark designation is based on the building's original design and function as an auto-dependent use. Examples of auto-dependent uses may include a filling station or auto repair shop. If the text amendment is approved, any requests will be required to have local landmark designation as a prequalifying criterion and any adaptive reuse proposal will require public hearing approval by the Community Planning and Preservation Commission. The very limited applicability of local landmark designation for auto-dependent uses and the protection of a public hearing requirement to assess individual adaptive reuse proposals, makes this text amendment application a reasonable request with no negative, measurable impacts.

The associated application for Local Historic Landmark designation is scheduled to be heard before City Council concurrently with this text amendment application, as Ordinance 133-HL. The application for Adaptive Reuse was approved by the Community Planning and Preservation Commission on April 11, 2023, conditioned upon approval of the associated Local Historic Landmark designation and this text amendment application.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Community Planning and Preservation Commission (CPPC): On April 11, 2023, the Community Planning and Preservation Commission conducted a public hearing and voted 8-to-0 to find the amendment consistent with the comprehensive plan and recommend APPROVAL.

<u>Previous City Council Action</u>: On May 4, 2023, City Council conducted the first reading and voted unanimously to set the second reading and adoption public hearing for May 18, 2023.

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

Attachments: Ordinance 545-H, CPPC Staff Report, and draft CPPC minutes

ORDINANCE 545-H

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING ITS LAND DEVELOPMENT REGULATIONS; AMENDING SECTION 16.30.020.4. OF THE CITY CODE RELATING TO THE ADAPTIVE REUSE OF HISTORIC BUILDINGS OVERLAY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. Section 16.30.020.4. of the St. Petersburg City Code is hereby amended to read as follows:

SECTION 16.30.020.4. – Assignment of new use.

- A. *Generally*. A building is encouraged to contain any use allowed by right but may convert to any of the uses which are listed in the reuse chart.
- B. *Reuse chart*. The following chart identifies uses which are allowed in certain districts. Uses not identified in the chart and not allowed in the zoning district are prohibited unless the property is rezoned.

Reuse Chart

If the building or structure is located in the following districts:	The building or structure may be used for the following:
Neighborhoods, traditional and suburban	All uses allowed in the district plus multifamily uses and bed and breakfasts.
Corridor, residential	All uses allowed in the district plus any allowable use in the NT-4 district. Where a building or structure was originally designed, and subsequently landmarked for, its importance as an auto-dependent use (e.g., including but not limited to, filling station and auto repair shop), adaptive reuse into other auto-dependent uses may be considered.
Corridor, commercial	Any use
Centers, traditional and suburban	Any use
Industrial	Any nonresidential use

SECTION TWO. *Codification.* Words that are struck through shall be deleted from the existing City Code and language which is <u>underlined</u> shall be added to the existing City Code. Provisions not specifically amended shall continue in full force and effect.

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

/s/: Michael J. Dema

City Attorney (designee) 00676040.docx



Staff Report to the St. Petersburg Community Planning & Preservation Commission

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

For Public Hearing and Executive Action on Tuesday, April 11, 2023 at 2:00 p.m. in City Council Chambers, City Hall 175 5th St North, St. Petersburg, FL 33701.

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, Tuesday, April 11, 2023 at 2:00 p.m.

CASE NUMBER:	LDR 2022-06
CASE DESCRIPTION:	Text Amendment to City Code, Chapter 16, Section 16.30.020.4
APPLICANT:	Carolee Blackmon & Robert Blackmon
AGENT:	Jessica Icerman, Esquire, Stearns Weaver Miller
REQUEST:	Owner-initiated application for approval of a text amendment to City Code, Chapter 16 (Land Development Regulations), Section 16.30.020.4, titled <i>Adaptive Reuse of Historic Buildings Overlay: Assignment of New Uses</i> . The purpose of this text amendment is to allow the consideration of a drivethru, where the justification for a local landmark designation is based on the building's original design and function as an auto-dependent use, for e.g. filling station or auto repair shop.

DESCRIPTION: Owner-initiated application for approval of a text amendment to City Code, Chapter 16 (Land Development Regulations), Section 16.30.020.4, titled Adaptive Reuse of Historic Buildings Overlay: Assignment of New Uses. The purpose of this text amendment is to allow the consideration of a drive-thru, where the justification for a local landmark designation is based on the building's original design and function as an auto-dependent use, for e.g., filling station or auto repair shop.

AUTHORITY: Pursuant to Section 16.80.030.1 of the City Code of Ordinances, the Community Planning and Preservation Commission ("CPPC"), acting as the Land Development regulation Commission ("LDRC") for the purposes of and as required by the Local Government Comprehensive Planning and Land Development Regulation Act to review and evaluate proposed modifications to the Land Development Regulations ("LDRs") related to historic and archaeological preservation, to review and evaluate proposed historic designations, certificates of appropriateness and any other action to be performed pursuant to the Historic and Archaeological Preservation Overlay Section (currently Sec. 16.30.070).

REQUEST: That the CPPC, in its capacity as the LDRC, make a finding of consistency with the Comprehensive Plan and recommend to City Council APPROVAL of the City Code, Chapter 16, text amendments described in this report. City Staff concurs with the applicant's application and requests the same.

ANALYSIS: The City of St. Petersburg is a Certified Local Government ("CLG"). The CLG program links three (3) levels of government (federal, state, and local) into a preservation partnership for the identification, evaluation, and protection of historic properties. The program was first enacted on the federal level as part of the National Historic Preservation Act Amendments of 1980. On the state and local level, Florida's CLG

program and the City of St. Petersburg's CLG designation were both established in 1986. Since that time, the CLG program has assisted in the survey, designation, and preservation of historic and cultural resources citywide and helped to increase the public awareness of historic preservation.

Through the *Adaptive Reuse of Historic Buildings Overlay* local landmark buildings may be re-purposed or adaptively reused for land use types that are otherwise prohibited within the applicable zoning category. The purpose of this benefit is to encourage the retention and productive reuse of structures that add historic, architectural, or cultural value to the city rather than demolition because their original use has become functionally obsolete. Historically significant buildings are sometimes abandoned or demolished when it becomes too difficult to meet current zoning standards and Florida Building Code requirements. Adaptive reuse recognizes the importance of these historically significant buildings and establishes a process by which these buildings can be retained and reused while minimizing any secondary impacts to the surrounding properties.

Although a local landmark building is encouraged to continue operating with it's original land use, some land use types become functional obsolete over time. The following reuse chart allows conversion to any other listed uses which are listed in the reuse chart. The proposed text amendment is identified in a strikethrough-underline format and highlighted in [red].

B. *Reuse chart*. The following chart identifies uses which are allowed in certain districts. Uses not identified in the chart and not allowed in the zoning district are prohibited unless the property is rezoned.

Reuse Chart

If the building or structure is located in the following districts:	The building or structure may be used for the following:
Neighborhoods, traditional and suburban	All uses allowed in the district plus
	multifamily uses and bed and breakfasts.
Corridor, residential	All uses allowed in the district plus any
	allowable use in the NT-4 district. Where a
	building or structure was originally designed,
	and subsequently landmarked for, its
	importance as an auto-dependent use (i.e. filling
	station, auto repair shop), adaptive reuse into
	other auto-dependent uses may be considered.
Corridor, commercial	Any use
Centers, traditional and suburban	Any use
Industrial	Any nonresidential use

This text amendment application was submitted with a three-part request by the Applicants, who are attempting to preserve a former Standard Oil filling station, located at 2439 4th Street South. If approved, similar future requests are still required to have local landmark designation as a pre-qualifying criterion and any adaptive reuse proposal requires public hearing approval by the CPPC. The very limited applicability of local landmark designation for auto-dependent uses and the protection of a public hearing requirement to assess individual adaptive reuse proposals, makes this text amendment application a reasonable request with no negative, measurable impacts.

City Staff recommends support for the proposed text amendment.

COMPLIANCE WITH THE COMPREHENSIVE PLAN: The following objectives and policies from the City's Comprehensive Plan are applicable to the attached proposed amendments:

<u>Objective HP1</u>: To continue to promote the preservation of resources through the commitment to conduct historic and archaeological resource surveys and the continued development of ordinances, guidelines and databases.

<u>Objective HP2</u>: To continue to develop programs and policies to protect and preserve the City's historic resources.

<u>Objective HP3</u>: To support the programs and incentives provided by local, state and national preservation organizations.

<u>Policy HP3.5</u>: The City will continue to review its land use and Land Development Regulations and consider initiating amendments to such regulations to remove unnecessary disincentives to the reuse and redevelopment of historic landmarks. The City will solicit input from appropriate local and state organizations and interest groups.

<u>Objective LU20</u>: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

<u>Policy LU20.1</u>: The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

HOUSING STATEMENT: The proposed amendments will have a positive impact on housing affordability, availability, or accessibility by synchronizing procedures and deadlines schedules. A Housing Affordability Impact Statement is attached. See attachment.

REPORT PREPARED AND APPROVED BY:

Derek Kilborn, Manager

ul d. Killon

Urban Planning and Historic Preservation Division

Planning & Development Services Department

Attachments

04.05.2023



ATTACHMENT NO. 1 Applicant Narrative

REQUEST TO AMEND THE TEXT OF THE LAND DEVELOPMENT REGULATIONS

Carolee Blackmon & Robert Blackmon

2439 4th Street South St. Petersburg, Florida

Submitted by:

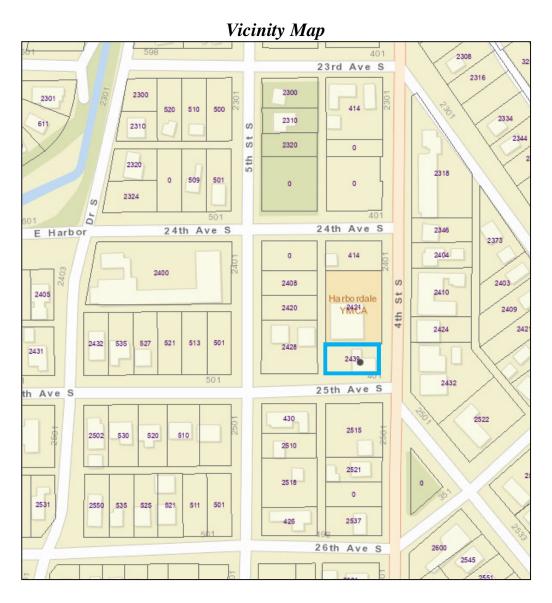
Kevin Reali, Esquire
Jessica Icerman, Esquire
Stearns Weaver Miller
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
(813) 222-5059
kreali@stearnsweaver.com
jicerman@stearnsweaver.com

As of October 13, 2022

REQUEST

This is a request to amend the text of the Land Development Regulations ("LDRs"), Chapter 16, City Code of Ordinances, pursuant to Section 16.70.040.1.1.D.3 of the Code of Ordinances, to permit auto-centric uses in connection with an approved major adaptive reuse within the residential corridor districts, provided the historic building or structure was originally designed as an auto-centric use (*i.e.* filling station).

Although this change shall apply to all applications meeting the criteria, the Applicant has simultaneously submitted an application for a local landmark designation and a major adaptive reuse application for Property located at 2439 4th Street South (Parcel ID 31-31-17-36684-000-0150) (the "**Property**"). By way or orientation, the Property is at the northwest corner of the intersection at 4th St South and 25th Ave South, immediately south of the Harbordale YMCA.



EFFECT OF TEXT AMENDMENT

If approved, the text amendment would permit auto-centric uses for historically auto-oriented and locally designated landmarks within a residential corridor district as a major adaptive reuse. By way of example, a historic fueling station would be considered historically auto-oriented. If the historically auto-oriented building or structure is designated as a local or national historic landmark, it would be eligible to obtain an approval for a major adaptive reuse. The major adaptive reuse would permit auto-centric uses, such as drive-thrus, as permitted uses if the property containing the auto-oriented historic landmark is within a residential corridor zoning district.

Text amendments are identified in a strikethrough-underline format on the draft Ordinance, attached hereto as **Exhibit "A"**.

OVERALL JUSTIFICATION

The purpose the Adaptive Reuse of Historic Buildings Overlay Section is "to encourage the retention and productive reuse of structures that have historic, architectural, or cultural value to the City instead of seeing their underutilization or demolition because their original use has become functionally obsolete." Further, the LDR "recognizes the importance of these significant buildings and provides a process by which these buildings can be reused and retained while minimizing any secondary impacts to the surrounding properties."

Certain historic auto-oriented uses, such as fueling stations, contain historic structures with a smaller-than-average footprint. Such structures no longer function in the current market environment due to their small size. Adaptive reuse is difficult because the small structures often need to be expanded and significantly retrofitted to accommodate permitted uses, thereby losing their historic integrity. To incentivize the preservation of such historic structures, the proposed text amendment adds auto-centric uses as permitted uses. Auto-centric uses will expand the available uses to allow for greater reuse opportunities—such as a coffee shop, café, or to-go restaurant. Although a coffee shop or café may currently be a permitted use, the inclusion of a drive-thru is what makes the use economically viable, and in the case of auto-centric uses, uniquely in harmony with the historic use of the property. Without proper incentives, such small historic buildings are at significant risk of being demolished or adapted in such a way wherein the structure will lose its historic integrity.

The proposed change to add auto-centric uses as permitted uses does not create a by-right permitted use. All applicants seeking to incorporate such a use via a major adaptive reuse application must still undergo the major adaptive reuse process and obtain approval from the Community Planning and Preservation Commission.

STANDARDS FOR REVIEW

1. Compliance of the proposed use with the goals, objectives, polices and guidelines of the Comprehensive Plan;

The following objectives and policies from the City's Comprehensive Plan are applicable to the proposed LDR text amendment:

<u>Objective HP2</u>: To continue to develop programs and policies to protect and preserve the City's historic resources.

<u>Policy HP2.9:</u> In order to protect and preserve the City's historic resources, the City shall incorporate policies into the Land Development Regulations which discourage the demolition of historic resources which are listed, or eligible for listing, in the National Register of Historic Places or the St. Petersburg Register of Historic Places. Not only does this reinforce the City's public policy that historic preservation is a public necessity, it preserves sense of place, encourages heritage tourism, and eliminates perpetually vacant blocks.

<u>Policy HP2.10:</u> The City shall examine adding new land use and zoning incentives for historically or archaeologically significant properties for inclusion in the land development regulations.

<u>Objective HP3</u>: To support the programs and incentives provided by local, state and national preservation organizations.

<u>Policy HP3.4:</u> All City departments that provide or can create programs or incentives to assist in the rehabilitation and preservation of historic properties will provide assistance on an ongoing and case-by-case basis.

<u>Policy HP3.5:</u> The City will continue to review its land use and Land Development Regulations and consider initiating amendments to such regulations to remove unnecessary disincentives to the reuse and redevelopment of historic landmarks. The City will solicit input from appropriate local and state organizations and interest groups.

<u>Objective HP5</u>: Utilize the historic preservation ordinance and other available programs to reserve significant archaeological resources located in the City.

<u>Policy HP5.5:</u> In order to protect and preserve the City's archaeological resources, the City has adopted Land Development Regulations which discourage adverse impacts or the demolition of sites which are listed, or eligible for listing, in the National Register of Historic Places or the local register.

<u>Objective LU21</u>: The City shall, on an ongoing basis, review and consider for adoption, amendments to existing or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives.

<u>Policy LU20.1:</u> The City shall continue to utilize its innovative development regulations and staff shall continue to examine new innovative techniques by working with the private sector, neighborhood groups, special interest groups and by monitoring regulatory

innovations to identify potential solutions to development issues that provide incentives for the achievement of the goals, objectives and policies of the Comprehensive Plan.

<u>Objective LU26</u>: The City's LDRs shall continue to support the adaptive reuse of existing and historic buildings in order to maximize the use of existing infrastructure, preserve natural areas from being harvested for the production of construction materials, minimize the vehicle miles traveled for transporting new construction materials over long distances, preserve existing natural carbon sinks within the City, and encourage the use of alternative transportation options.

<u>Policy LU26.1:</u> The City shall, on an ongoing basis, examine existing adaptive reuse standards and revise or eliminate land-use provisions that act as regulatory barriers to the continued use of existing infrastructure and historic buildings.

The proposed LDR text amendment is consistent with and furthers all of the above objectives and policies. The LDR text amendment provides further incentive to preserve structures and building of historic significance through an innovative use of a historically auto-oriented structure. The LDR text amendment will result in the preservation of historic structures which would not otherwise be preserved.

2. Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for the listed species as defined by the conservation element of the Comprehensive Plan;

The proposed LDR text amendment would not adversely affect environmentally sensitive lands. In fact, the proposed LDR text amendment would preserve environmentally sensitive areas by incentivizing the reuse of already disturbed lands.

3. Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units or public schools;

The proposed LDR text amendment would not alter population density patterns as it does not impact any permitted residential uses.

4. Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS;

The proposed LDR text amendment will have no impact on the LOS standards as it incentivizes the reuse of already-built structures/buildings.

5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions;

Not applicable as the proposed LDR text amendment does not alter the major adaptive reuse process, which evaluates each property on a case-by-case basis.

6. The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties;

Not applicable as the proposed LDR text amendment does not apply to vacant land and does not alter the major adaptive reuse process, which evaluates each property on a case-by-case basis.

7. Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity;

Not applicable as the proposed LDR text amendment does not alter the major adaptive reuse process, which evaluates each property on a case-by-case basis.

8. Whether the exiting district boundaries are logically drawn in relation to existing conditions on the property proposed for change;

Not applicable.

9. If the proposed amendment involves a change from residential to a nonresidential use or a mixed use, whether more nonresidential land is needed in the proposed location to provide services or employment to residents of the City;

Not applicable.

10. Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or coastal high hazard areas as identified in the coastal management element of the Comprehensive Plan;

Not applicable.

11. Other pertinent facts.

The proposed LDR text amendment would not increase housing costs.

CONCLUSION

We respectfully request the approval of the proposed LDR text amendment, attached as **Exhibit** "A".

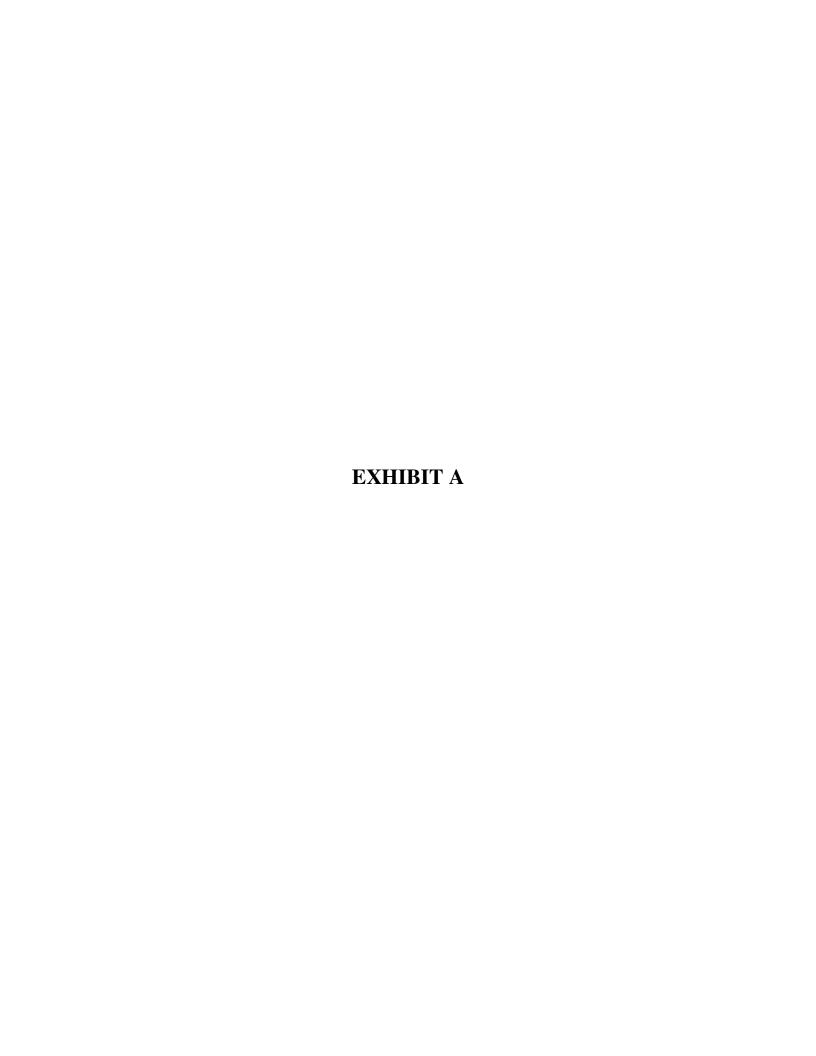


EXHIBIT "A"

ORDINANCE	NO ·	
UNDINANCE	/ INO	

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING THE PERMITTED USES IN CONNECTION WITH A MAJOR ADAPTIVE REUSE; AMENDING SECTION 16.30.020.4 TO ADD DRIVE-THRU AS A PERMITTED USE UNDER CERTAIN CIRCUMSTANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG, FLORIDA DOES ORDAIN:

Section 1: Section 16.30.020.4 of the St. Petersburg Code is hereby amended to read as follows:

16.30.020.4 – Assignment of new use.

- A. *Generally*. A building is encouraged to contain any use allowed by right but may convert to any of the uses which are listed in the reuse chart.
- B. *Reuse chart*. The following chart identifies uses which are allowed in certain districts. Uses not identified in the chart and not allowed in the zoning district are prohibited unless the property is rezoned.

Reuse Chart

If the building or structure is located in the following districts:	The building or structure may be used for the following:
Neighborhoods, traditional and suburban	All uses allowed in the district plus multifamily uses and bed and breakfasts.
Corridor, residential	All uses allowed in the district plus any allowable use in the NT-4 district. Where a building or structure was originally designed, and subsequently landmarked for, its importance as an auto-centric use (i.e. filling station), adaptive reuse into other auto-centric uses may be considered.
Corridor, commercial	Any use
Centers, traditional and suburban	Any use
Industrial	Any nonresidential use

<u>Section 2</u>: Coding: As used in this ordinance, language appearing in struck-through type is language to be deleted from the City Code, and underlined language is language to be added to the City Code, in the section, subsection, or other location where indicated. Language in the City Code not appearing in this ordinance continues in full force and effect unless the context clearly indicates otherwise. Sections of this ordinance that amend the City Code to add new sections or subsections are generally not underlined.

EXHIBIT "A"

<u>Section 3</u>: The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is determined unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provisions of this ordinance.

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

Approved as to Form:		
City Attorney (designee)		



ATTACHMENT NO. 2 Housing Affordability Impact Statement

City of St. Petersburg Housing Affordability Impact Statement

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

- I. <u>Initiating Department:</u> Planning & Development Services Development
- II. <u>Policy, Procedure, Regulation, or Comprehensive Plan Amendment Under Consideration for</u> adoption by Ordinance or Resolution:

See attached proposed amendments to Chapter 16, City Code of Ordinances (City File LDR 2022-06).

III. Impact Analysis:

A.	Will the proposed policy, procedure, regulation, or plan amendment, (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fees, require more infrastructure costs up front, etc.)				
	No X (No further explanation required.) Yes Explanation:				
	If Yes, the per unit cost increase associated with this proposed policy change is estimated to be: \$				
В.	Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?				
	No X (No further explanation required) Yes Explanation:				

IV: Certification

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

CHE	CK ONE:	
X	The proposed regulation, policy, procedure, or comprehensive plan amendatincrease to the cost of housing development or redevelopment in the City of Staction is required. (Please attach this Impact Statement to City Council Mate Housing and Community Development department.)	. Petersburg and no further
	Manager, Urban Planning and Historic Preservation Division (signature)	04.05.2023 Date
	Wanager, Orban Framming and Historic Freservation Division (signature)	Date
OR		
	The proposed regulation, policy, procedure, or comprehensive plan amendment resolution or ordinance <i>will increase housing costs</i> in the City of St. Petersburg Statement to City Council Material, and provide a copy to Housing and Commudepartment.)	. (Please attach this Impact
	Manager, Urban Planning and Historic Preservation Division (signature)	Date

Copies to: City Clerk

Joshua A. Johnson, Director, Housing and Community Development



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

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

April 11, 2023 Tuesday 2:00 P.M.

MINUTES

Present: Lisa Wannemacher, Chair

Robert "Bob" Jeffrey, Vice-Chair

Ashley Marbet Manita Moultrie

Will Michaels, Alternate Michael Huston, Alternate Joseph Magnello, Alternate

Commissioners Absent: Cassie Gardner

Joseph Magnello

Staff Present: Derek Kilborn, Manager, Urban Planning & Historic Preservation

Britton, Wilson, Planner II

Kelly Perkins, Historic Preservationist II Heather Judd, Assistant City Attorney Michael Dema, Assistant City Attorney

Katherine Connell, Clerk, Planning & Development Svcs.

Iris Winn, Clerk, 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 3/14/2023 Minutes)

The minutes from the March 14, 2023, meeting were approved unanimously

V. PUBLIC COMMENTS

- 1. Warren Marshbourne, 104 17th Avenue South, Bradenton, Florida, gave a presentation for a USF class project regarding Cost Estimate Accountability in St. Petersburg.
- 2. Antoine Ascanio, 200 6th Avenue South, gave a presentation for a USF class project regarding Cost Estimate Accountability in St. Petersburg.
- 3. Kristion Jackson, 200 6th Avenue South, gave a presentation for a USF class project regarding Cost Estimate Accountability in St. Petersburg.

VI. LEGISLATIVE

1. City File LDR 2022-06

Derek Kilborn 893-7872

Request:

Approval of a text amendment to Land Development Regulation Section 16.30.020.4 Adaptive Reuse to add a drive-thru as a permitted use where the original structure was part of an auto-centered use.

City Staff Presentation:

Derek Kilborn gave a presentation based on the Staff Report.

Applicant/Agenda Presentation:

Jessica Icerman, Agent for owners Carolee, and Robert Blackmon, gave a presentation based on the Staff Report.

Public Comment (33:01):

- 4. Manny Leto, 3302 Northridge Avenue, Tampa, Florida, spoke in support of the proposed text amendments.
- 5. Nathaniel Jay, 2400 Highland Street South, spoke in support of the proposed text amendments.
- 6. Jim Blackmon, 4710 Bay Street Northeast, spoke in support of the proposed text amendments.
- 7. Sarah-Jane Vatelot, 2420 5th Street South, spoke in support of the proposed text amendments.
- 8. James W. Warren, 2340 Highland Street South, spoke in support of the proposed text amendments.
- 9. Celeste Davis, 2651 Bayside Drive South, spoke in opposition of the proposed text amendments.
- 10. Melissa Rutland, 200 Central Avenue, spoke in support of the proposed text amendments.

Comments following Public Comment: (50:51)

Commissioner Wannemacher: Are there any questions or commentary from the Commissioners from anybody who spoke today?

Commissioner Michaels: Could the Applicant and/or Staff speak to the concern that was expressed about the traffic impact?

Derek Kilborn: I'll go first and then if the Applicant has something to add. Thomas Whalen is the Transportation Engineer from the City's Transportation and Parking Management Department. Tom Whalen was involved in the review of this application for several reasons. First and primarily, he was involved because there were concerns, when we get to the site plan later, about the egress lane leaving the drive-thru and reconnecting to the avenue.

But as part of his review, of course, he looks at transportation as well. In this particular case, he did not identify any unique concern related to traffic that would be generated by the proposed use, and so we do not have a detailed analysis included here. Typically, that would not be provided unless there was some immediate or unique concern, in which case, they would do an additional enhanced review and they did not see one here, so one was not included.

Commissioner Michaels: Thank you.

Commissioner Wannemacher: Does the Owner or Applicant have anything that they would like to add, specifically concerning the traffic/noise generation?

Robert Blackmon (Co-owner of the property): As far as the traffic concerns go, the structure is 320 square-feet, three (3) blocks to the south, you have 330-units going in. There are more new units being built within five (5) blocks of the location then there are square footage in the building. It's not going to be a high-traffic business. There already is commercial in the direct area. Two (2) blocks to the north, there is a gas station right now. To the east side of the street, there is the south side food mart. It is about a block away.

It is currently operating as a commercial structure on the other side of the street. I know Bayside Drive was mentioned, specifically, that street is on the east side of 4th Street, so there is no concerns in our mind a street on the other side of 4th Street would be impacted with traffic on such small location. And it is going to be café, so it would be limited hours, certainly, but we have so many units going in...it is a very small site.

Cross Examination:

City Staff and Applicant waived.

Rebuttal/Closing Remarks:

City Staff and Applicant waived.

Executive Session (53:49):

Commissioner Wannemacher: Thank you. If there is no more public comment, we can open it up to Executive Session. Who would like to start?

Commissioner Michaels: I have lived on the south side of St. Pete for a good fifty years and have traveled up and down 4th Street, past the Standard Oil Service Station, built in 1926. I now understand zillions of times. I think I did it three (3) times today. It is something that will add to the quality life for a lot of us, whether we have lived there a long time or whether we are newcomers

to south St. Pete. I think we use the term 'sense of place' in historic preservation and that relates to the neighborhoods where we live and the neighborhoods nearby.

This was certainly a feature, along with...I am trying to think of some of the other quality of life 'sense of place' places there. The Chattaway, I think would certainly be up there towards the top of the list. And certainly, the Driftwood neighborhood is totally historic history-wise as well as landmark-wise. There is a saying about the best gifts are sometimes in small packages. I think that this is a gift to St. Pete in a small package, which is going to have a big effect on the quality of life for all of us in that part of the neighborhood. That is my piece here and it applies all three of the applications that we have before us, and I would move approval of the proposed text amendment in keeping with the Staff's recommendation.

Commissioner Wannemacher: Well said. Thank you very much. Any other Commissioners like to speak, or we can go ahead and get a second. As a reminder, we are recommending approval to City Council for this item.

Commissioner Moultrie: Good afternoon. I live in South St. Pete, pass this area quite frequent and I am happy to see some changes in that area as well. I do have a question. What happens if this is such a popular spot and we end up with traffic and lines of cars trying to get into the small drivethru and when we end up with traffic backup on 4th Street, has that been considered or how is that being handled?

Attorney Dema: Chair - if I may?

Commissioner Wannemacher: Yes, please.

Attorney Dema: That is really site plan specific. I think that will be when we do the adaptive reuse item. I just kind of want to redirect the Commissions' attention to the text amendment that is the subject of this first one.

Commissioner Wannemacher: Right.

Attorney Dema: And then we will get into some of the more nuts and bolts of site planning on that third item.

Commissioner Wannemacher: And again, first is text amendment. We are just recommending to City Council for their view and final approval.

Attorney Dema: You are making a finding of the Comprehensive Plan.

Commissioner Wannemacher: Thank you. We've got a motion on the table to move this text amendment forward to City Council. Is there a second?

Commissioner Marbet: Second.

Commissioner Wannemacher: Thank you. Any other comments or discussion?

Commissioner Jeffrey: If I could just say one thing. I think we need to keep important as a Commission here is that this is not about this project. This is about any other project that may come forward. I just think that Staff has done an incredible job of actually crafting something here that protects this from going further than it would and creating unforeseen circumstances, so, thank you.

Commissioner Wannemacher: I agree and knowing that any project or any case similar to this will come before this Commission for our review gives me comfort. If that is all, then let's have a roll call, please.

Katherine Connell (Clerk): Wannemacher?

Commissioner Wannemacher: Yes.

Katherine Connell (Clerk): Jeffrey?

Commissioner Jeffrey? Yes.

Katherine Connell (Clerk): Marbet?

Commissioner Marbet? Yes.

Katherine Connell (Clerk): Moultrie?

Commissioner Moultrie: Yes.

Katherine Connell (Clerk): Michaels?

Commissioner Michaels: Yes.

Katherine Connell (Clerk): Huston?

Commissioner Huston: Yes.

Katherine Connell (Clerk): That motion passes unanimously.

Motion: Commissioner Michaels moved approval of the proposed text amendment in

keeping with Staff's recommendation.

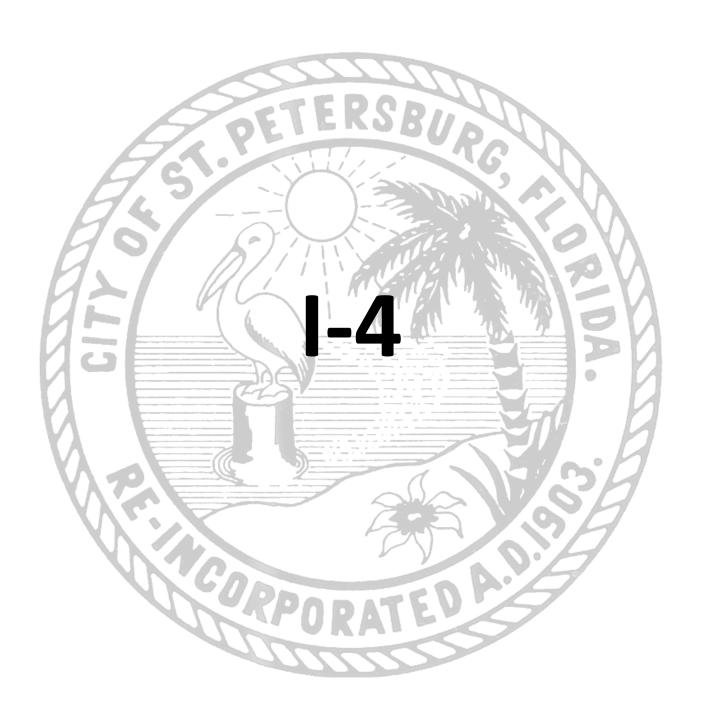
Commissioner Marbet, Second. (2:28)

YES – 6 – Wannemacher, Jeffrey, Marbet, Moultrie, Michaels, Huston.

NO - 0 - None.

The following page(s) contain the backup material for Agenda Item: Ordinance 133-HL approving the owner-initiated designation of the Standard Oil Service Station, located at 2439 4th Street South, as a Local Historic Landmark of the St. Petersburg Register of Historic Places (City File 22-90300002). [Quasi-judicial]

Please scroll down to view the backup material.





ST. PETERSBURG CITY COUNCIL

Meeting of May 18, 2023

TO: The Honorable Chair Brandi Gabbard and Members of City Council

SUBJECT: Owner-Initiated Local Historic Landmark Designation of the

Standard Oil Service Station, located at 2439 4th Street South (City

File 22-90300002). [QUASI-JUDICIAL]

REQUEST: The request is to designate the Standard Oil Service Station, 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 April 11, 2023, the Community Planning and Preservation Commission held a public hearing and voted 6-0 to recommend approval of the request to designate the Standard Oil Service Station.

Recommended City Council Action:

- 1) CONDUCT the second reading and quasi-judicial public hearing of the proposed ordinance; AND
- 2) APPROVE the proposed Ordinance 133-HL

Attachments: Ordinance 133-HL, Staff Report to the CPPC with the Designation Application, draft CPPC minutes

ORDINANCE NO. 133-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE STANDARD OIL SERVICE STATION, LOCATED AT 2439 4TH STREET SOUTH, 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 Standard Oil Service Station 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 Standard Oil Service Station meets the following criteria:

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

SECTION 2. The City Council finds that the Standard Oil Service Station 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; and
- (c) Feeling. The property's expression of the aesthetic or historic sense of a particular period of time.

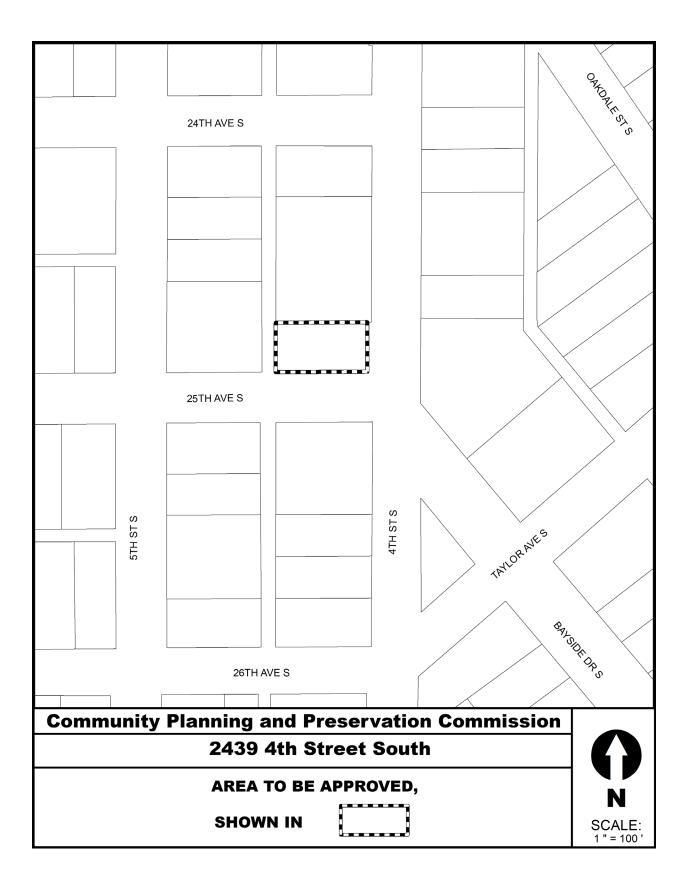
SECTION 3. The Standard Oil Service Station, located upon the following described property, is hereby designated as a local landmark, and shall be added to the St. Petersburg Register of Historic Places, a list of designated landmarks, landmark sites, and historic and thematic districts which is maintained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

Designation Boundary HARBORDALE SUB LOT 15 LESS E 5FT FOR STREET

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:

Michael Dema City Attorney (or Designee)	4/19/2023
City Attorney (or Designee)	Date
/s/ Elizabeth Abernethy	04/19/2023
Planning and Development Services Department	Date





CITY OF ST. PETERSBURG, FLORIDA

PLANNING AND DEVELOPMENT SERVICES DEPARTMENT URBAN PLANNING AND HISTORIC PRESERVATION DIVISION

STAFF REPORT

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

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**, **April 11**, **2023**, **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 1,000 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: **22-90300002**

Landmark Name: Standard Oil Service Station

Street Address: 2439 4th Street South Parcel ID Number: 31-31-17-36684-000-0150

Legal Description: HARBORDALE SUB LOT 15 LESS E 5FT FOR STREET

Owners: Carolee and Robert Blackmon

Agent: Jessica Icerman and Kevin Reali, Sterns Weaver Miller

Request: Owner-initiated designation of the Standard Oil Service Station as a Local

Historic Landmark of the St. Petersburg Register of Historic Places

Date of Construction:1926Period of Significance:1926-1962Architect and Builder:UnknownCriteria for Landmark Eligibility:A, E, and FAreas of Significance:Architecture

Transportation

Retention of Historic Integrity: Location, Design, and Feeling

OVERVIEW AND BACKGROUND

The property at 2439 4th St S ("the subject property") was constructed in 1926 in the early Commercial Style that was fashionable at that time for service and filling stations across the country. The subject property was designed to engage with motorists driving down 4th St S and present-day 22nd Ave S, making it a prominent landmark for motorists driving through the southern part of St. Petersburg. As such, it stands as a tangible reminder of the growing importance of the automobile to the young city's economy.

The designation 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, and F. Staff agrees with the listing under those stated criteria in the areas of Architecture and Transportation.

The application for *Local Landmark Designation* is one of several submitted by the applicant for the subject property. The applicant has also submitted a text amendment to City Code, Chapter 16, Section 16.30.020.4, *Adaptive Reuse of Historic Buildings*, and an adaptive reuse application with variances also based on Section 16.30.020.4, *Adaptive Reuse of Historic Buildings*. The following table is intended to itemize the Applicant's numerous requests, schedule the order in which the CPPC is required to vote, and highlight what applications require subsequent City Council action.

		CPPC	City Council
1	Text amendment to Section 16.30.020.4	Recommendation	Final
2	Local Landmark Designation	Recommendation	Final
3	Adaptive Reuse (Site Plan Approval)	Final *	
3a	Variance: Interior Green Yard (16.40.060.2.1.3.D)	Final *	
3b	Variance: Exterior Green Yard (16.40.060.2.1.3.D)	Final *	
3c	Variance: Buffering to NT Zoning (16.40.030.3.4.B.10)	Final *	
3d	Variance: Buffering to Surface Parking Lot (16.20.060.7)	Final *	
3e	Variance: Maximum Impervious Surface Ratio (16.20.060.5)	Final *	

* Adaptive reuse approval by the CPPC cannot be effectuated without the text amendment and local landmark designation also being approved by City Council. If either the text amendment or the local landmark designation is denied by City Council, then the conditioned approval for adaptive reuse with variances is void.

ARCHITECTURAL DESCRIPTION

The structure is a small, one-story, rectangular box with a large front canopy with a Y-shaped structural steel beam. The architectural details on the building are minimal, which is in keeping with the utilitarian function of the building – to provide gasoline and other automotive services in an efficient manner. The small building is clad in stucco with a brick water table providing architectural interest. 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. Native American tribes who had resided in the Tampa Bay region at this time were diminished by conflict, migration, and disease at the conclusion of the Indian Wars of 1858. A small handful of settlers had also 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. These excursions were among the first concentrated efforts by the community and its boosters to attract tourists.

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

¹ Raymond Arsenault, St. Petersburg and the Florida Dream: 1888 – 1950, (Norfolk, VA: The Donning Company, 1988), 62.

² 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.

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 and developers began to eye expanding outside of St. Petersburg's downtown. ³

Harbordale and the Drive Southward

Improvements to the railway over the years led to further investment and development of the town, now known as St. Petersburg, and developers started to purchase property outside the small downtown. In the early 1900s, C.A Harvey, who purchased a large piece of land north of Big Bayou with the intentions of a large residential development south of downtown, had plans to develop a harbor site in that residential development. He chartered the Bayboro Investment Company in 1906, and the development of the harbor took several years, and involved dredging Salt and Booker Creek and the Bayboro inlet to develop the deep-water harbor. While the harbor never fulfilled Harvey's expectations, it had a significant impact on the development of the surrounding area.



Figure 1: Newspaper advertisement for the new Harbordale Subdivision. *St. Petersburg Times*, May 25, 1914.

The new Big Bayou trolley line in the early 1910s helped serve the area south of downtown, and subdivisions were created to take advantage of the new public transportation. In 1913, Harbordale was first platted with Lakeview Avenue (now 22nd Ave S) to the north, 4th St S to the east, and 24th Ave S (now 26th Ave S) to the south, and 7th St S to the west. Lakeview Avenue is one of the oldest roads in St. Petersburg, and considered the oldest road on the lower end of the Pinellas Peninsula.⁵ Advertising

³ Arsenault, 121-125, 143-146, 190; Grismer, 189.

⁴ Arsenault, 87-88.

⁵ Grismer, 155-156.

for Harbordale in the early 1910s promoted its proximity to Lakeview Avenue, the Big Bayou trolley line, access to nearby waterfront at Big Bayou, and the construction of a new motorboat canal through Salt Creek (see Figure 1).

While the plan for Harbordale was ambitious, it appears to have been unsuccessful with all the lots in Harbordale going to auction in 1918.⁶ In 1924, the subdivision was given new life by Green and Richman, a notable 1920s real estate firm during the Florida land boom. In the new advertisements for the development, Green and Richman highlighted Harbordale's prime location "at the junction of two great boulevards:" Lakeview Avenue and 4th Street South.⁷ By the 1920s, Lakeview Avenue was a wide, spacious, east-west oriented corridor that served the rising automobile traffic, and 4th Street had become the main thoroughfare through the city and a connector to the northern Gandy Bridge, which allowed automobiles to reach Tampa and greatly expanded access to St. Petersburg.

In addition, other large developments towards the southern end of St. Petersburg were announced in the mid-1920s, such as the Lakewood Estates subdivision on the southern edge of Lake Maggiore and the development of the Bee Line Ferry, which departed from Pinellas Point on the southern tip of St. Petersburg.

The Rise of the Service Station

The applicants included the National Register nomination for the Standard Oil Service Station in Plant City. The nomination gives details to the growing need for filling stations across the country in the 1920s, as the automobile became more accessible and popular to Americans. In 1920, one in 11 Americans owned an automobile. By 1930, it was one in five Americans owned an automobile. St. Petersburg would have been no different, and given St. Petersburg's exceptional population growth over the 1920s, the increase in automobiles on the roads would have even more prevalent.

Filling stations were originally small shacks, only providing cover to keep the attendants sheltered from weather. Starting in the early 1920s, gasoline and oil companies developed a new concept for filling stations: the domestic style filling station. These structures were intended to be located on corners in residential neighborhoods, so the structures were designed with a scale and style to fit in with the nearby residential neighborhoods. Instead of large commercial storefront windows, the buildings were designed with sash-operated



Figure 2: 1926 Advertisement for Standard Oil Service Station in the *St. Petersburg Times*.

⁶ "Today at 2 P.M." St. Petersburg Times, March 8, 1918.

⁷ Harbordale Advertisement, St. Petersburg Times, March 25, 1924.

windows and cladding materials that were comparable with the neighboring houses.

These new domestic style filling stations were an early example of a standardized building design being used as a branding and marketing product, which would be easily recognizable by motorists as a source of reliable, quality service. These standardized designs show the professional development and growing consumer demand in the automobile industry, moving from informally buying gasoline from an individual curbside to frequenting a qualified building specifically designed to provide gasoline and other automotive services.⁸

Standard Oil strategically located these service stations throughout the city, reaching the outer edges of St. Petersburg to catch motorists existing the city, while also servicing the bustling downtown. By 1927, St. Petersburg had seven Standard Oil service stations⁹. The locations were in the following:

- 179 2nd Ave S
- 9th St S, corner of 13th Ave S
- 821 9th St N
- 2603 Central Ave
- 30th Ave and 4th St N
- 34th Ave and 9th St N
- 4th St S and 23rd Ave S¹⁰ (the subject property)

The subject building is the only surviving structure from this group. Given the subject property's southern location, it appears that Standard Oil selected this



Figure 3: Advertisement for Standard Oil Service Station with a full depiction of the standardized design. *St. Petersburg Times*, June 23, 1926.

location due to its proximity to the intersection of 4th Street South and Lakeview Avenue, trying to capture motorists utilizing two major roadways in the south side of St. Petersburg at the time.

Research indicates that there are only a handful of this specific type and standardized design of the early 1920s Standard Oil service stations left in Florida.

1920s Extant Standard Oil Service Stations in Florida ¹¹				
Location Current use Designation Integrity				
1111 N Wheeler St, Plant City, FL	Dog Grooming	Listed on the National Register of Historic Places	High	

⁸ National Register Nomination for Standard Oil Service Station in Bowling Green, Kentucky.

⁹ 1927 Polk County Directory.

¹⁰ In 1928, Ordinance 617-A standardized the street names, changing 23rd Avenue South to 25th Avenue South. This also includes the change of Lakeview Avenue South to 22nd Avenue South.

¹¹ Roadside Architecture, https://www.roadarch.com/gas/flcan.html.

829 Fleming St, Key West, FL	Restaurant/Café	Contributing to Key West Historic District	Diminished
1000 Eaton St, Key West, FL	Restaurant/Café	Contributing to Key West Historic District	Diminished
411 W Main St, Avon Park, Florida	Mechanic	Unknown	High
1120 W Main St, Leesburg, FL Office		Unknown	Diminished
2439 4th St N, St. Petersburg, FL	Vacant, Former Mechanic	Applied for Local Landmark Designation	Moderate

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 three Criteria for Significance and three 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 for its significance. The applicant did not include the areas of significance, but staff has identified the following: Architecture and Transportation. Staff concurs with the applicant about the St. Petersburg Register criteria of significance, as follows:

Is at least one of the following criteria for eligibility met?				
Yes	A	Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.		
No	В	Its location is the site of a significant local, state, or national event.		
No	С	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	Н	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.

Architecture

The subject property is an example of the standardized domestic-style, detached filling station used by Standard Oil in the 1920s. These structures were designed to fit into residential neighborhoods, while also providing a national branding for a specific type of service for motorists. The structure is an example of early Commercial Style architecture, which began dotting the landscape in the early 20th century. Commercial Style buildings were often single-story in height and constructed of masonry with modest decorative treatment. While the structure is commercial in style, it does utilize smaller-scale sash windows, instead of large storefront windows to adapt to the residential context that would have surrounded the property. The structure is fairly utilitarian, with its most significant architectural feature (the large front canopy) serving an important function of providing cover for automobiles while refueling.

Transportation

As discussed in the application and above, filling stations were important for the rise of the automobile as the primary form of transportation for Americans. If oil and gasoline companies hadn't improved the safety and created efficient refueling stations, then the popularity of the automobile would have been diminished. As the application states, the subject property appears to be the last remaining 1920s-era service station in St. Petersburg and one of only a handful of the 1920s-era standardized building design used by Standard Oil left in the state of Florida.

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 three of seven given criteria, surpassing the requirement of one or more.

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

The structure has undergone several alterations in its lifetime. In 1962, Standard Oil pulled a permit to remodel the roof and construct side roof addition. It appears that these new roofs were constructed in a flat-roof style, removing the key architectural feature of the hipped-roof canopy on the front. While the building still provide automotive-centered services for several more decades, operating as a gas

station and then a mechanic. The loss of the key architectural feature in 1962 signifies the end of the period of significance for the building, as it lost its standardized building design.



Figure 4: Google Streetview capture of the building from 2019, prior to rehabilitation.

When the current owners purchased the property in 2019, the building had the later constructed flat roof canopy, and the side canopy extension. The building was in poor condition, suffered several decades of neglect, and had several active code cases on the property. Given the condition, the owner demolished the additions to the structure and the flat roof canopy. The applicant used the examples in Plant City, Florida and Bowling Green, Kentucky on the way to reconstruct the hipped roof, which is a key architectural feature for the building. The owner states that the original windows were in such poor condition, that they needed to be replaced. Even though, it's another loss of original materials, the replacement does retain the eight-over-eight sash windows, which are also a key feature to the building. The owner also restored the original brick water table, which had deteriorated as well.



Figure 5: Standard Oil Service Station in Plant City, Florida. Photograph from University of North Florida.



Figure 6: Standard Oil Company Filling Station in Bowling Green, Kentucky. Photograph from Wikipedia.

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:

- One-story, small rectangular box with symmetrical façade,
- Front canopy with hipped roof,
- Stucco and brick finish
- Large eight-over-eight sash windows,
- Large transom window over central front door,
- Deep overhanging eaves,
- Y-shaped metal truss supporting the front canopy, and
- Brick water table around exterior stucco cladding.









PROPERTY OWNER CONSENT AND IMPACT OF DESIGNATION

The proposed local landmark designation was submitted by Jessica Icerman and Kevin Reali of Sterns, Weaver, Miller on behalf of the owner, Robert and Carolee Blackman. 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 Standard Oil Service Station, located at 2439 4th Street South, as a local historic landmark, thereby referring the application to City Council for first and second reading and public hearing.

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Report Prepared By:	
Kelly Perkins	04/05/2023
Kelly Perkins, Historic Preservationist II Urban Planning and Historic Preservation Division Planning and Development Services Department	Date
Report Approved By:	
Duck J. Killow	04/05/2023
Derek S. Kilborn, Manager	Date
Urban Planning and Historic Preservation Division	
Planning and Development Services Department	

Appendix A Application for Local Historic Landmark Designation



Local Landmark Designation Application

Type of property nom	inated (for	staff use only)
building structure	site	Object
historic district	multip	le resource

property identification number

historic district	multiple resource				
1. NAME AND LO	CATION OF PROPERT	Υ	67316192517		
historic name S	tandard Oil Servi	ce Station			
other names/site n	umber				
	th Street South				
historic address					
2 PROPERTY OW	/NER(S) NAME AND A				
	Blackmon and Ro		THE REPORT OF THE PERSON		
•	6214 Fairway Ba				
city or town Gulf		·	zip cod	e 33707	
	7272440379	(w)	e-mail	RBlackmon15@gmail.com	
3. NOMINATION F	REPARED BY				
name/title Owr	ners				
organization					
		state			
phone number (h)		(w)	e-mail		
date prepared		signatu	re		
4. BOUNDARY DE	SCRIPTION AND JUS	TIFICATION		CONTRACTOR OF THE PARTY OF THE	
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)					
HARBORD	ALE SUB LOT 1	5 LESS E 5FT F	OR STREET		
5. GEOGRAPHIC	DATA		Lastera Ellastera		
acreage of propert	, 0.15				

31-31-17-36684-000-0150

Standard O	il Service&tatione	е	
Name of Property	——————————————————————————————————————		
6. FUNCTION OF	₹ USE	A Company of the Comp	
Historic Function	ns		Current Functions
Transportation/l	Road Related- Gas		Vacant - was an auto-repair shop
and Service S	Station		
7. DESCRIPTION			
Architectural Cla			<u>Materials</u>
Masonry Verr	nacular		Brick
			Masonry
			Stucco
Narrative Description	<u>on</u>		
following information design; description	on: original location and	setting; natural featu; ; major alterations ar	cisting condition of the property use conveying the ures; pre-historic man-made features; subdivision and present appearance; interior appearance;
8. NUMBER OF	RESOURCES WITHIN P	ROPERTY	
Contributing	Noncontributing	Resource Type	Contributing resources previously listed on the National Register or Local Register
1	0	Buildings	
		Sites	-
		Structures	
		Objects	Number of multiple property listings

Total

Standard Oil Service Station

Name of Property

9,	STATEMENT OF SIGNIFICANCE		
Criteria for Significance (mark one or more boxes for the appropriate criteria)		Areas of Significance (see Attachment B for detailed list of categories)	
M	Its value is a significant reminder of the cultural or archaeological heritage of the City, state, or nation.	Architecture Transportation	
	Its location is the site of a significant local, state, or national event.	Transport to hon	
	It is identified with a person or persons who significantly contributed to the development of the City, state, or nation.	Period of Significance	
	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.	Significant Dates (date constructed & altered)	
×	Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.	Significant Person(s)	
Ą	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	Cultural Affiliation/Historic Period	
ι	united in past events or aesthetically by plan or physical development.	Builder	
	Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.	Architect	
	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 criterial and information on one or more continuation sheets. Include biographical data on significant person(s), builder and architect, if known.) See Exhibit "A".

10. MAJOR BIBLIOGRAPHICAL REFERENCES

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

NARRATIVE TO LOCAL LANDMARK DESIGNATION APPLICATION

Carolee Blackmon & Robert Blackmon

2439 4th Street South St. Petersburg, Florida

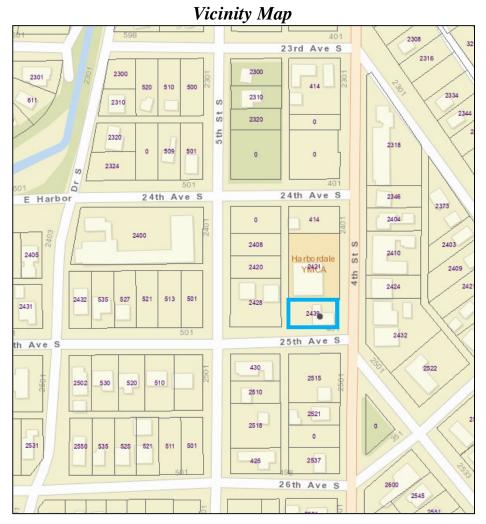
Submitted by:

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As of October 13, 2022

REQUEST

This is a request to designate a former Standard Oil Service Station as a local landmark. The former Standard Oil Service Station is on the Property located at 2439 4th Street South (Parcel ID 31-31-17-36684-000-0150) (the "**Property**"). The Property consists of +/- 6,660 square feet (+/-0.15 acres). The Property is currently zoned Corridor Residential Traditional-1 ("CRT-1"). The Future Land Use designation for the Property is Planned Redevelopment – Mixed Use ("PR-MU") and the Property is located within the Multimodal Corridor category on the Countywide Plan Map. The Property is not within the Coastal High Hazard Area. By way or orientation, the Property is located northwest of the intersection of 4th St South and 25th Ave South, immediately south of the Harbordale YMCA.



The former Standard Oil Service Station is no longer functioning as a service station and all underground fuel tanks have been removed.

Although this request stands independently, the Applicant has simultaneously submitted an application for a major adaptive reuse application and a privately initiated text amendment to allow for auto-centric uses in certain qualifying major adaptive reuse projects.

HISTORICAL SIGNIFICANCE

The former Standard Oil Service Station was constructed in 1926 and is masonry vernacular in style. The late date of construction is unique; there are two other surviving, almost identical Standard Oil Service Stations that are listed as National Register properties (Plant City, Florida and Bowling Green, Kentucky), though they were built 5 years earlier in 1921. The National Register of Historic Places Registration Form for the Standard Oil Service Station in Plant City is attached hereto as <u>Attachment #1</u>.



Standard Oil Station in Bowling Green, Kentucky



Standard Oil Station in Plant City, Florida (now a dog grooming business)

The structure holds many aspects that contribute to its significance as a historic structure. The former Standard Oil Service Station is believed to be the oldest service station structure within the City of St. Petersburg. Standard Oil was the largest oil company at the time the structure was constructed. In the 1920's service stations were the first structures built in response to the growing automobile industry. This former Standard Oil Service Station is a significant landmark which embodies and preserves the architecture and tradition of a service station in a vintage building.

Roadside Architecture's website includes a page dedicated to Standard Oil or likely Standard Oil Service Stations in Florida. (Florida Canopy Gas Stations | RoadsideArchitecture.com (roadarch.com)). Unfortunately, this Property is not listed on the website—likely because its status as a former Standard Oil Service Station was unknown until the Applicant researched the history of the Property.

SETTING

The former Standard Oil Service Station is south of the historic downtown St. Petersburg boundary. It is adjacent to the historic Driftwood neighborhood, which was developed during the same time period. The former Standard Oil Service Station is on the pathway from downtown to the southern ferry which would have taken vehicles from St. Petersburg across Tampa Bay. Additionally, a historic marker that reads "One fourth mile east from this point is the site of the first settlement in 1857 and the first post office in 1876 of St. Petersburg, then called Pinellas" is located across 4th Street from the Property in Taylor Park.

APPEARANCE AND HISTORIC ARCHITECTURAL QUALITY

Extensive work has been done to preserve original elements wherever possible, and the Property today largely shares its original appearance. This includes replacing the roof joists of the hip roof to its historic pitch, restoration of the original Plainville Brick lower exterior, restoration of the original Plainville brick window sills, restoration of original upper stucco exterior, and existence of the original cantilevered I-beam gas canopy support. Additionally, the property retains the original steel advertising sign post for the service station. The following are photos of the Property as it exists today:



North Facade

North/Rear Façade



South Façade



South Façade



Canopy/Front Facade



Canopy/Front Facade



Original Steel Sign Pole



CONDITION AND ALTERATIONS

The building was in rough condition for years. For context, the property was condemned for demolition by the city of St. Petersburg as far back as 1997, and had been in very poor condition for decades prior. In fact, in 1997 the then-owner offered the property to the City for free due to its poor condition. Relevant code enforcement history is attached hereto at **Attachment #2**.

During renovation, extensive work was done to restore the building to its historic appearance while regaining structural integrity. The original hip roof system and ceramic tile roof had long been removed and was replaced with a non-code flat roof that had collapsed. The Applicant replicated the original joist pitch and topped it with a standing seam aluminum roof with a copper colored finish.

The building also had extensive termite damage and was tented. Original windows were missing and/or replaced with Plexiglas and plywood in many areas by prior owners. These windows were replaced with double hung impact windows with grills to match the original light panels. The two window transoms were repaired, with the original wooden frames sanded and restored.

When paint was stripped off the exterior brick, the Applicant discovered the brick was structural instead of stamped concrete. However, in multiple places, damaged brick had been patched in with stucco. The Applicant located original Plainville brick and had it shipped to St. Pete to repair and replace the stucco areas with period, salvaged materials. The brick was then professionally repointed for integrity. The original stucco was repaired, sealed, and retained, and has been repainted period-appropriate white.

The Applicant also carried out removal of a non-contributing canopy bay and two non-contributing concrete block buildings that had been added on in 1962 and 1983.

ELIGIBILITY CRITERIA

The City uses locally adopted criteria modeled after recognized national historic standards for determining the significance of historic properties. The Property meets the Eligibility Criteria set forth in Section 16.30.070.2.5.D of the Code of Ordinances.

Age & Significance Test

A property proposed for designation must meet the general 50 years of age requirement. This Property contains a former Standard Oil Service Station which was constructed in 1926, making it almost 100 years old—and surpassing the minimum age test. A property must also meet the significance test by meeting at least one of the following criteria:

- A. Its value is a significant reminder of the cultural or archaeological heritage of the City, state or nation;
- B. Its location is a site of a significant local, state, or national event;
- C. It is identified with a person who significantly contributed to the development of the City, state, or nation;

- D. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state, or nation;
- E. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance;
- F. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials;
- G. Its character is a geographically definable area possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events or aesthetically by plan or physical development;
- H. Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development; or
- I. It has contributed, or is likely to contribute, information important to the prehistory or history of the City, state, or nation.

The Property meets three of the above criteria—A., E., and F.

Under Criterion A, the Property's "value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation." The Standard Oil Service Station possesses historic significance in the areas of Architecture and Transportation. As an early 20th Century service station, it serves as a physical representation of the early use of the automobile.

Under Criterion E, the Property's "value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance." The Standard Oil Service Station is significant in the area of Architecture for its demonstration of standardization of service stations for familiarity and marketing purposes. All over the state, Standard Oil constructed similar structures—identified by their small masonry building and hip roof with significant extension beyond the front façade to form a canopy and shelter for motorists. The original cantilevered I-beam gas canopy support remains in place and is iconic for Standard Oil Service Stations.

Finally, the Property "has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials." In the areas of both Architecture and Transportation, the Standard Oil Service Station is significant in its depiction of an evolving reliance on the automobile.

Historic Integrity Test

The historic integrity test requires at least one or more of the following seven factors to be met:

- A. Location. The place where the historic property was constructed or the place where the historic event occurred.
- B. *Design*. The combination of elements that create the form, plan, space, structure, and style of a property.
- C. Setting. The physical environment of a historic property.
- D. *Materials*. The physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.

- E. *Workmanship*. The physical evidence of the crafts of a particular culture or people during any given period in history or prehistory.
- F. Feeling. The property's expression of the aesthetic or historic sense of a particular period of time.*
- G. Association. The direct link between an important historic event or person and a historic property.*
- *Feeling and association, without meeting at least one other factor, are insufficient to support designation.

The Property meets three of the above criteria—A., B., and F.

Under Criterion A., the Standard Oil Service Station was constructed on the Property in 1926. It was located on the pathway from downtown to the southern ferry which would have taken vehicles from St. Petersburg across Tampa Bay.

Under Criterion B., the Standard Oil Service Station includes a combination of architectural elements that create the form, plan, space, structure and style of the Property. Most notably, the hip roof with a connected canopy supported by the cantilevered I-beam exemplify a unique and historic architectural.

Under Criterion F., the Property emotes a sense of place and establishes a historic sense of a time forgotten.

COMPREHENSIVE PLAN

Designation of the former Standard Oil Service Station is consistent with the City's Comprehensive Plan relating to the protection 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:

<u>OBJECTIVE LU10</u>: The historic resources locally designated by the St. Petersburg City Council and the commission designated in the LDRs, shall be incorporated into the Comprehensive Plan 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.

<u>Policy LU10.1:</u> 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.

<u>Policy HP2.6:</u> Decisions regarding the designation of historic resources shall be based on National Register eligibility criteria, the Historic and Archaeological Preservation Overlay section of the Land Development Regulations and Comprehensive Plan policies.

CONCLUSION

We respectfully request the designation of the former Standard Oil Service Station as a local landmark.

Attachments:

- 1. National Register of Historic Places Registration Form for Standard Oil in Plant City
- 2. Relevant code enforcement history



OMB No. 10024-0018

NPS Form 10-900 (Oct. 1990)

United States Department of the Interior National Park Service

National Register of Historic Places Registration Form

RECEIVED 2280

AUG - 5 1996

NAT. REGISTER OF HISTORIC PLACES NATIONAL PARK SERVICE

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and parrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

Name of Property					
nistoric name	STANDARD OI	STANDARD OIL SERVICE STATION DANIEL'S STANDARD OIL SERVICE STATION/HI 4545			
other names/site number	DANIEL'S ST				
2. Location					
street & number	1111 North Wheeler Street		N/A not for publication		
city or town	Plant City		N/A vicinity		
			code 057 zip code 33566		
3. State/Federal Agenc	cy Certification				
Signature of certifying official/Title Florida State Historic Preservation Officer, Division of Historic Prederal agency and bureau In my opinion, the property meets does not meet the National Register criteria. (See continu comments.)			7/29/96		
State of Federal agence	ey and bureau				
State of Federal agence	peny meets doe				
In my opinion, the pro- comments.)	cy and bureau релу П meets П doc official/Title	es not meet the National Register criteria.			
In my opinion, the process comments.) Signature of certifying	periy meets doe official/Title	es not meet the National Register criteria.			
In my opinion, the process of comments.) Signature of certifying State or Federal agence	peny meets doe official/Title cy and bureau ce Certification	Date	(See continuation sheet for auditional		
In my opinion, the proposition of certifying State or Federal agence 4. National Park Servi I hereby certify that the proposition of the National Park National Park Servi	official/Title cy and bureau ce Certification eny is: nal Register	es not meet the National Register criteria.	(See continuation sheet for auditional		
In my opinion, the process of comments.) Signature of certifying State or Federal agence 4. National Park Service in hereby certify that the property of th	official/Title cy and bureau ce Certification eny is: nal Register ation sheet. or the	Date	Date of Action 9.6-9		
In my opinion, the proposition of certifying State or Federal agence 4. National Park Servi I hereby certify that the proposition of certifying of certify that the proposition of certify that the proposition of certification of certification of the National Figure 1.	official/Title cy and bureau ce Certification eny is: nal Register ation sheet. or the	Date Date Agnature of the Keeper	Date of Action 9.6-9		
In my opinion, the proposition of certifying State or Federal agence 4. National Park Service I hereby certify that the proposition of certifying of certify that the proposition of certify that the proposition of certification of certificatio	official/Title cy and bureau ce Certification eny is: nal Register ation sheet. or the ation sheet.	Date Date Agnature of the Keeper	Date of Action 9-6-96		

5. Classification		***************************************		
Ownership of Property (Check as many boxes as apply) Category of Property (Check only one box)		Number of Resources within Property (Do not include previously listed resources in the count.)		
private	☑ building(s)☐ district☐ site☐ structure	Contributing	Noncontributing	
☐ public-local		1	0	buildings
 □ public-State □ public-Federal 		0	<u>~</u>	sites
,	□ object	0	•	structures
		0	0	objects
		1	11	
Name of related multiple p (Enter "N/A" if property is not part	roperty listing of a multiple property listing.)	Number of con in the National	tributing resources p Register	reviously listed
N/A		0		
6. Function or Use				
Historic Functions (Enter categories from instructions)		Current Functions (Enter categories from		
TRANSPORTATION/Road F	Related (Vehicular)		DN/Road Related (Vehicular)
7. Description				
Architectural Classification (Enter categories from instructions)		Materials (Enter categories from	instructions)	
OTHER: Masonry Vernac	ular	foundationBric	k .	
		walls Maso	onry	
		roofConc	rete barrel tile	

Narrative Description

(Describe the historic and current condition of the property on one or more continuation sheets.)

SEE ATTACHED

8. St	atement of Significance	
Applicable National Register Criteria (Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)		Areas of Significance (Enter categories from instructions)
		Architecture
≅ A	Property is associated with events that have made a significant contribution to the broad patterns of our history.	Transportation
□В	Property is associated with the lives of persons significant in our past.	
⊊ C	Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.	Period of Significance 1921 - 1946
□ D	Property has yielded, or is likely to yield, information important in prehistory or history.	
	ria Considerations "x" in all the boxes that apply.)	Significant Dates
Prope	erty is:	
□ A	owned by a religious institution or used for religious purposes.	
□В	removed from its original location.	Significant Person (Complete if Criterion B is marked above) N/A
\square C	a birthplace or grave.	N/A
□ D	a cemetery.	Cultural AffiliationN/A
☐ E a reconstructed building, object, or structure.		
☐ F a commemorative property.		
□ G	less than 50 years of age or achieved significance within the past 50 years.	Architect/Builder Unknown
Narra (Explai	ntive Statement of Significance in the significance of the property on one or more continuation sheets.)	
	ajor Bibliographical References	
	ography ne books, articles, and other sources used in preparing this form on on	e or more continuation sheets.)
Previous documentation on file (NPS):		Primary location of additional data:
	preliminary determination of individual listing (36 CFR 67) has been requested previously listed in the National Register previously determined eligible by the National Register designated a National Historic Landmark recorded by Historic American Buildings Survey #	 State Historic Preservation Office ☐ Other State agency ☐ Federal agency ☐ Local government ☐ University ☐ Other Name of repository:
لـا	recorded by Historic American Engineering Record #	

Standard Oil Service Station Name of Property	Hillsborough County, Florida County and State
10. Geographical Data	
Acreage of Property Less than one acre	
UTM References (Place additional UTM references on a continuation sheet.)	
1 1 7 3 8 9 2 8 0 3 1 0 0 2 9 0 Zone Easting Northing 2 1	Zone Easting Northing 4
Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet.)	
Boundary Justification (Explain why the boundaries were selected on a continuation sheet.)	
11. Form Prepared By	
name/title Mrs. Cindy Daniel; Gary Goodwin, Historic Pr Bureau of Historic Preservation	reservation Planner
organization Division of Historical Resources	date July, 1996
R.A. Gray Building street & number 500 S. Bronough Street	telephone (904) 487-2333
city or town state	e Florida zip code 32399-0250
Additional Documentation	· · · · · · · · · · · · · · · · · · ·
Submit the following items with the completed form:	
Continuation Sheets	
Maps	
A USGS map (7.5 or 15 minute series) indicating the property	's location.
A Sketch map for historic districts and properties having large	e acreage or numerous resources.
Photographs	
Representative black and white photographs of the property.	
Additional items (Check with the SHPO or FPO for any additional items)	
Property Owner (Complete this item at the request of SHPO or FPO.)	
name William Ray (Bill) Daniel, Jr.	
709 E. Keysville Road	telephone (813) 737-3314

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

telephone

33567

state Florida

709 E. Keysville Road

Plant City

street & number _

city or town _

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Projects (1024-0018). Washington, DC 20503.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

		Standard Oil Service Station
Section number7	Page1	Plant City, Hillsborough County, Florid

SUMMARY

The Standard Oil Service Station is located at 1111 North Wheeler Street in Plant City, Florida. This masonry vernacular building, was constructed in 1921. The dominant feature of the single story brick and stucco building is a low pitched, barrel tile, hip roof. Other features include: a nine light French door of heart-pine, huge 8/8 double-hung sash windows, paired (west elevation) and single (north elevation) six-light casement windows, and three-light transoms over each entrance. The interior plan consists of the office area, a closet, storeroom, and public and office restrooms. This style was popular for gas stations built during the early 1920s, as the oil companies became aware of the need to standardize the building designs across the country to foster a sense of familiarity for the traveler. One non-contributing structure, a carport, is included in the boundary.

SETTING

The Standard Oil Service Station is located on the northern boundary of the original town of Plant City, and serves as the Interstate Four entry into the historic district of the downtown area. It faces State Road 39, the main north-south artery through Plant City. The Plant City historic district is one block to the south.

PRESENT PHYSICAL APPEARANCE

Exterior

The structure is a small masonry building which has an exterior of stucco over welded wire/lath and an exterior foundation wall of common bond brick. Deep over-hanging eaves protect the interior from the intense tropical sun. The hip roof extends twenty feet beyond the front facade to form a canopy and shelter for motorists (photo 1). A Y-shaped metal truss located on the fuel island supports the canopy. A non-contributing carport added in 1961 is also present within the property boundary. This four post, metal roofed structure is used for minor service and tire repairs.

Facade (East Elevation)

The main facade (photo 2) features a 9-light, heart-pine, french door with an original solid brass doorknob, accented above by a 3-light transom and flanked by 6 1/2 foot high, mullioned, double hung windows.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

	_ 2	Standard Oil Service Station
Section number7	Page2	Plant City, Hillsborough County, Florida

North Elevation

The north elevation is a simple brick foundation wall (photo 3). One 6 1/2 foot high double hung sash window and single 6-light casement window are found on that wall along with the compressor which serves the lift and air hose on the island.

West Elevation

The west side (rear) of the building originally contained three single casement windows; now only two remain (photo 4).

South Elevation

The south facade (photo 5) has one 8/8 double hung sash window and a slightly smaller 9-light, heart-pine, French door with transom leading into the ceramic tile customer's restroom.

Interior

The interior is small and divided by a three-paneled door into an office area and a storeroom. Heart-pine shelves (photo 6) and cabinets stretch from floor to ceiling on one wall providing storage and display. All windows and doors are surrounded by wide trim and capped with extensive moldings (photo 7). Despite the small interior floor area, a 12-foot ceiling and numerous large, multipaned windows provide an air of spaciousness.

Alterations

Restoration work dealt predominantly with cosmetic appearance and necessary maintenance. All building materials are original with the exception of a replacement window sash and two sash boards. Local craftsmen replaced the water damaged soffit and fascia board; the concrete floor is covered with brick; and plywood roof sheathing and felt was replaced where leaks had occurred. All windows were hand-scraped to remove old paint and glazing. Both French doors have also been stripped of multiple coats of paint to the original stain before the hardware was replaced. After sanding, priming, and reglazing windowpanes, new paint was applied. All interior wood and windows, which began as a stained pine, had been painted with many coats of four different colors over the period of the station's existence. On the exterior the old paint was removed and

United States Department of the InteriorNational Park Service

National Register of Historic Places Continuation Sheet

Section number7	Page3	Standard Oil Service Station, Plant City, Hillsborough County, Florida

new stain was applied. The electrical wiring was replaced to meet city codes and the wood-framed electrical box, located in the office, has been converted into a display cabinet (photo 8).

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National Register of Historic Places Continuation Sheet

	_	_	Standard Oil Service Station,
Section number _	8	Page1	Plant City, Hillsborough County, Florida

SUMMARY

Daniel's Standard Oil Service Station is significant at the local level under Criterion A in the area of Transportation as the last of its kind still standing in Plant City and still used as a service station. After the turn of the century, automobile travel and the necessary refueling locations became a pivotal part of the development of cities and towns across the nation.

This property is also significant under Criterion C in the area of Architecture as a excellent example of the standardized building styles used by oil companies to promote their product and appeal to the public's desire for clean, well-maintained service locations where the traveler could fill up with gas, have fluids checked, use a clean restroom, and trust a skilled mechanic who could make small repairs to the automobile.

HISTORIC CONTEXT

Gas filling stations hold the position of being the first structures built in response to the automobile industry. Prior to their entrance into the fabric of a rapidly growing American society, early automobiles were fueled with gasoline pumped from large tanks at a bulk plant. This method became an inconvenience both to the bulk plants, whose sales were previously based on kerosene and fuel oil, and to the motorist looking for a safe, convenient location to fill his new "horseless carriage".

Demand brought the gasoline to the livery stables and general stores to be pumped from carts wheeled out to the curbside. This soon became a traffic hazard to passing motorists and pedestrians. Specialized drive-in "filling stations" sprang up on street corners throughout America due to the increasing driving population and explosive growth of retail gasoline distributors seeking their market share. Oil companies began a fierce competition to push their product through advertising, station architecture, and location, in hopes of luring the buying public as it traveled.

Rural American families were now able to make frequent visits to urban centers and city dwellers brought "new-fangled" ideas to the town squares and general stores of even the smallest of communities, virtually changing their habits and attitudes.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

	1	Standard Oil Service Station,
Section number8	Page2	Plant City, Hillsborough County, Florida

HISTORIC SIGNIFICANCE

Plant City was a rural community rich in strawberry, tomato, and citrus farming. During the early 1920s, Standard Oil Company purchased four locations on each corner of the city. Identical drive-in filling stations were constructed on small lots, providing curb-side and off-street refueling at an attractive building.

Today, Daniel's Standard Oil Service Station is the only one of these stations which remains as it was originally constructed. One was destroyed for a new carwash, one was totally remodeled and bears little resemblance to the original, and the last was in shambles and was finally demolished after being condemned. Research regarding why the station at 1111 N. Wheeler had never been altered brought a response from local Standard Oil agents who had supplied the station during the mid 1930s and 1940s. They reported that the northern end of Plant City was not growing as rapidly as the other areas and this particular station was the slowest of the four. It did not warrant expansion due to a lower traffic count and poor sales. The station was sold by the oil company in the mid-1940s to an individual who ran it for twenty years, then leased it for 25 years to a sole proprietor. Minor upkeep and an occasional paint job worked in favor of this building's being preserved in its original condition and appearance.

The lack of a bay at a station built by the largest oil company during that era implies that this was probably built during the earliest part of the 1920s. Last patent dates on artifacts found on the premises as well as recollections of neighbors point to 1921 as the year of construction. By the end of the decade, the one-stop super-service station as we know it today had become a roadside fixture, complete with one or more enclosed bays to attract and handle repair service, auto maintenance, and accessory merchandising. This station did not install a rail lift until the late 1930s.

Daniel's Standard Oil Service Station is a significant landmark which embodies and preserves the architecture and tradition of full service gas and auto repair in a vintage building representative of the beginning of retail distribution for the automobile era. Through his research, author Daniel Vieyra asserts that Daniel's Standard Oil Service Station, is the oldest service station in the United States still operating under its original intended use.

United States Department of the InteriorNational Park Service

National Register of Historic Places Continuation Sheet

_		Standard Oil Service Station,
Section number9	Page1	Plant City, Hillsborough County, Florida

MAJOR BIBLIOGRAPHICAL RESOURCES

Anderson, Scott. Check the Oil, 1986.

- McAlester, Lee and Virginia. A Field Guide To American Houses, Alfred A. Knopf, New York, 1984.
- Roberts, Peter. The Automobile: The Development of Man's Greatest Means of Transportation, Ottenheimer Publishers, Inc. New York, 1978.
- Vieyra, Daniel. Fill'er up—An Architectural History of America's Gas Stations, MacMillan Publishing Company, Inc. 1979.
- White, Gerald. Formative Years in the Far West: A History of Standard Oil Company of California and Predecessors Through 1919, Meredith Publishing Company, New York, 1962.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

		Standard Oil Service Station,
Section number10	Page1	Plant City, Hillsborough County, Florida

Verbal Boundary Description

The east 124 feet of Lot 1, Block 2 of the subdivision of Lot 1 of the NW1/4 of the NE1/4 of Section 29, Township 28, Range 22 of Plant City Heights for E.J. Devane. Plat Book 5, Page 26. Folio number 207247-93297.0100.

Verbal Boundary Justification

The nominated property includes the entire parcel historically associated with the Standard Oil Service Station.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section number PHOTOS Page 1

Standard Oil Service Station, Plant City, Hillsborough County, Florida

LIST OF PHOTOGRAPHS

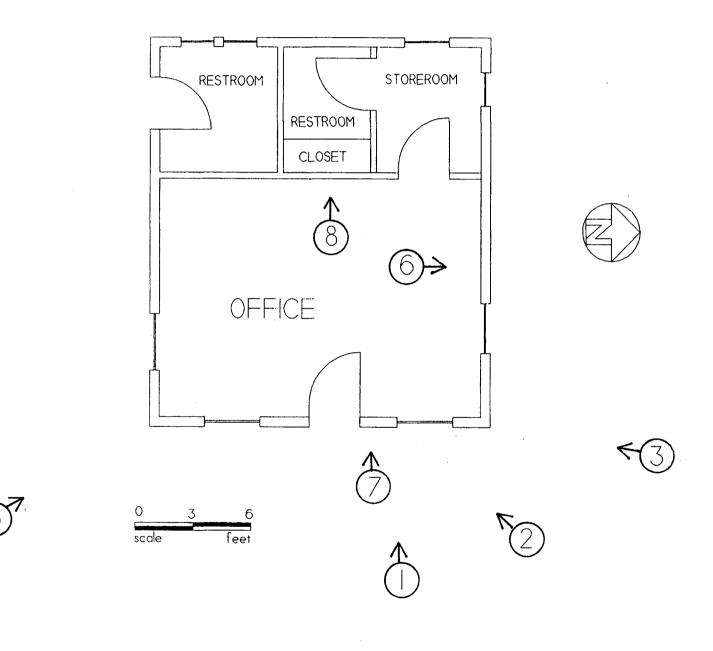
- 1) Standard Oil Service Station
- 2) Hillsborough County, Florida
- 3) Cindy Daniel
- 4) September 1994
- 5) 709 E. Keysville Road, Plant City, Florida
- 6) View of property and building, facing west
- 7) 1 of 8

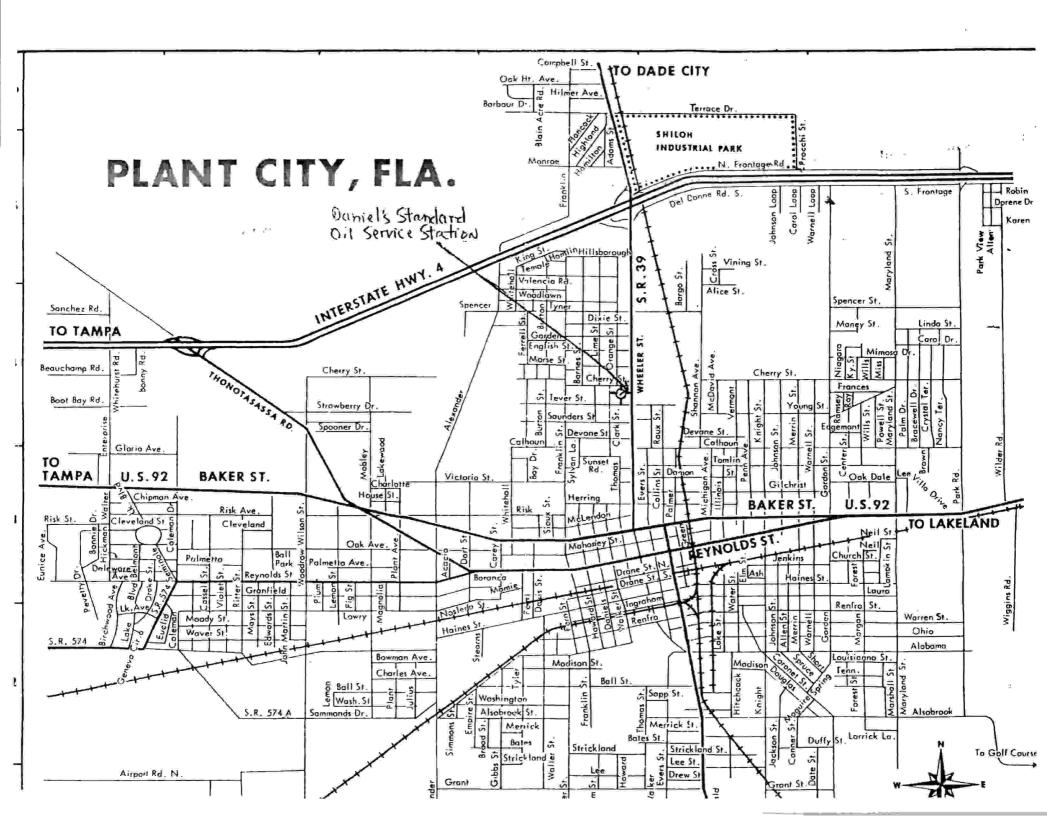
Items 1-5 are the same for the remaining photographs

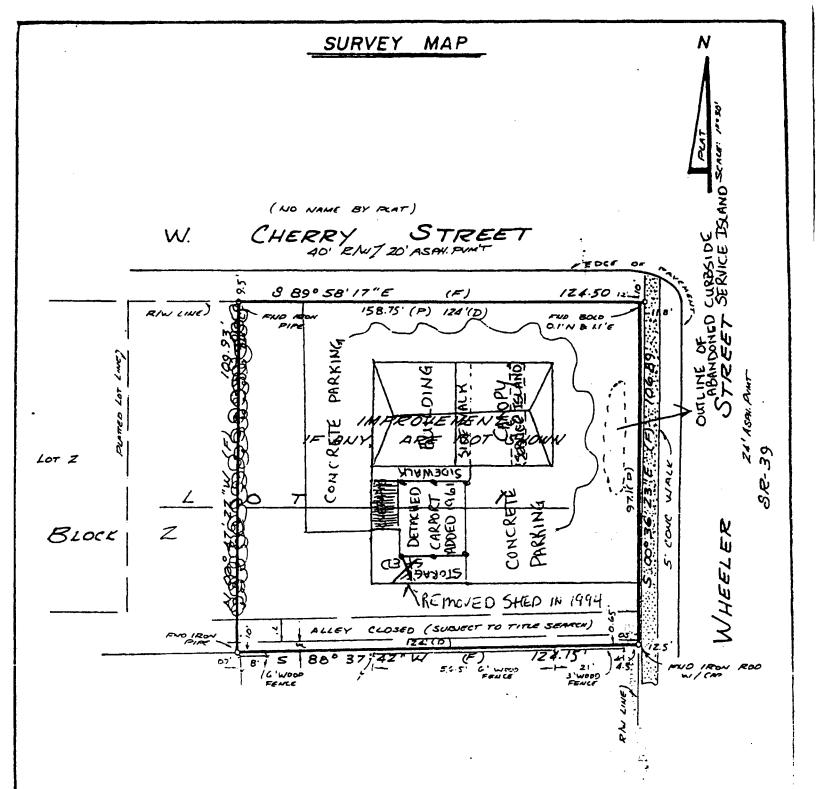
- 6) East elevation (facade), facing southwest
- 7) 2 of 8
- 6) North elevation, facing south
- 7) 3 of 8
- 6) West elevation, facing northeast
- 7) 4 of 8
- 6) South elevation, facing northwest
- 7) 5 of 8
- 6) Interior-view of heart-pine shelves
- 7) 6 of 8
- 6) Detail of east elevation windows and transom
- 7) 7 of 8
- 6) Interior-view of west wall to ceiling
- 7) 8 of 8

STANDARD OIL SERVICE STATION
PLANT CITY (HILLSBOROUGH COUNTY). FLORIDA
FLOOR PLAN O = PHOTO LOCATION









DESCRIPTION (AS FURMISHED)

The East 124.0 feet of Lot 1 Block 2 of E. J. Devane Subdivision as recorded in Plat Book 5, Page 26 of the Public Records of Hillsborough County, Florida.



Comments

Case Number :

97-00030580

Address :

2439 4TH ST S

Below is a display of all the narrative which has been entered for this case.

Case Narrative	The same of the sa	
(LR) 10/29/1997		
Showing 1 to 1 of 1 entries		
Inspection Comments	The same of the sa	
001 - INITIAL INSPECTION		
Results status - INSPECTION COMPLETED		
FOUND ONE STORY MASONRY GAS STATION STRUCTURE IN VERY POOR	10/29/1997	
CONDITION. SEVERE ROT DAMAGE IN WOOD FRAME CANOPY OVER GAS	10/29/1997	
ISLAND. ALSO WATER DAMAGE IN CEILING OR CANOPY IN SERVICE	10/29/1997	
AREA. ALL STRUCTURES IN DETERIORATED CONDITION. VO "UNSR"	10/29/1997	
CASE 97-19865 TO NEW DEMO CASE.	10/29/1997	
002 - REINSPECTION		
Results status - INSPECTION COMPLETED		
REPAIR WORK COMPLETED ON CANOPY STRUCTURE, NEW BUSINESS	02/03/1999	
OPERATING - AUTO REPAIR GARAGE.	02/03/1999	

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Showing 1	to 11	Of I	Tentric	-c

Showing 1 to 11 of 11 entries	
Other Action Comments	The second of th
001 - FIRE INSPECTOR RECOMMEND REC'D	
NOT FIRE HAZARD AT THIS TIME	11/05/1997
002 - TELEPHONE CONVERSATION	
TALKED TO OWNER SAM SOLIMAN, 579-1983. HE DOESN'T KNOW WHAT	11/14/1997
TO DO WITH THE PROPERTY. HE IS EVEN WILLING TO GIVE THE	11/14/1997
PROPERTY TO THE CITY. HE CAN'T GET AN OCC. LICENSE TO OPEN A	11/14/1997
MUFFLER SHOP OR SOMETHING. I GAVE HIM THE PHONE NUMBER FOR	11/14/1997

Other Action Comments

STEPHANIE LAMPE IN HOUSING, SHE IS WORKING ON PROPERTIES	11/14/1997
IN THAT AREA, MAYBE SHE CAN HELP HIM.	11/14/1997
003 - MISCELLANEOUS INFORMATION	· · · · · · · · · · · · · · · · · · ·
CHANGE OF OWNERSHIP. BOUGHT BY ASSOCIATED BUSINES MACHINES	02/04/1998
AT TAX DEED SALE. POSSIBLE CONTACT PERSON WOULD BE GREG	02/04/1998
SECKLER MOBL#409-9287. SEND NEW VI TO NEW OWNER, SAME	02/04/1998
PERMITS REQUIRED. REMOVE SAM SOLIMAN OFF MAIL LIST.	02/04/1998
004 - RECORD CHECK	
NO NEW PERMITS ISSUED FOR REHAB. CONTINUE TO PURSUE CASE.	02/04/1998
005 - TELEPHONE CONVERSATION	: :
REC'D CALL FROM NEW OWNER, GREG SEKLER. HE HAS STARTED	02/09/1998
WORKING ON REPAIRS OF THIS PROPERTY. I TOLD HIM HE NEEDS	02/09/1998
AN ENGINEER TO INSPECT STRUCTURE AND NEEDS TO REPAIR ROOF	02/09/1998
FRAMING OVER CANOPY AND OVER AREA TO LIFTS. HE SAID HE	02/09/1998
WOULD START ON IT SOON & NEEDED AN EXTENISON. I TOLD HIM	02/09/1998
TO SUBMIT REQUEST IN A LETTER. HE SAID HE WOULD.	02/09/1998
006 - LETTER RECEIVED	
REC'D LETTER FROM OWNER REQUESTING A 30 DAY EXTENSION TO	03/02/1998
COMPLETE REPAIR WORK.	03/02/1998
007 - RECORD CHECK	· · · · · · · · · · · · · · · · · · ·
NO PERMITS ISSUED FOR REPAIR WORK	03/02/1998
008 - TELEPHONE CONVERSATION	
TALKED TO OWNER, GREG SEKLER. HE HAS MADE SOME MINOR REPAIRS	03/09/1998
WITHOUT PERMITS AND IS READY TO HIRE A ROOFER TO REPAIR THE	03/09/1998
ROOF. I TOLD HIM THAT HE WOULD STILL NEED THE ENGINEER'S	03/09/1998
INSPECTION REPORT ON THE ROOF STRUCTURE PRIOR TO ISSUING	03/09/1998
THE ROOF REPAIR. HE SAID HE WOULD CALL SOME ENGINEER'S FOR	03/09/1998

Athan Samments	03/09/1998
009 - TELEPHONE CONVERSATION	
REC'D PHONE MESSAGE FROM OWNER. HIS ENGINEER SHOULD HAV	VE 04/15/1998
PLANS READY IN 10 DAYS FOR THE STRUCTURAL REPAIR.	04/15/1998
010 - RECORD CHECK	
OWNER HAS APPLIED FOR BLDG PERMIT TO REPAIR THE ROOF	05/21/1998
STRUCTURE. HE PROVIDED SEALED PLANS FROM AN ENGINEER. WIL	L 05/21/1998
MONITOR REPAIR WORK.	05/21/1998
011 - RECORD CHECK	
REPAIR PERMIT 98-05001403 ISSUED ON 5-22-98, NO INSPECTIONS	07/06/1998
ON WORK YET.	07/06/1998
012 - RECORD CHECK	
PRE-INSPECTION APPROVED BY LEE HARTMAN. WORK IN PROGRESS	5, 09/30/1998
REPLACING ROTTED WOOD IN CANOPY ROOF. WILL MONITOR PROGRESS.	09/30/1998
013 - RECORD CHECK	
REPAIR PERMITS FINAL INSPECTION APPROVED 10-28-98	02/03/1999
014 - MISCELLANEOUS INFORMATION	
CHANGE CASE TYPE TO DEMR, REMOVE LAND MGMT UNSAFE, CLOS	SE 02/03/1999
CASE.	02/03/1999
Showing 1 to 53 of 53 entries	**************************************
Legal Description	COMMISSION AND STREET STREET, STREET STREET, STREET STREET, ST
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Showing 1 to 3 of 3 entries

Comments

Case Number : (

97-00034407

Address:

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Below is a display of all the narrative which has been entered for this case.

Case Narrative	
LTG 12/22,	/1997
Showing 1 to 1 of 1 entries	
Violation Comments	en e
DOOR - EXTERIOR - IN COMPLIANCE	verse no constitution of the constitution of t
EXTERIOR DOOR HAS ROTTED WOOD.	12/22/1997
FASCIA/SOFFIT DISREPAIR - IN COMPLIANCE	
ROTTED WOOD ON FASCIA/SOFFIT.	12/22/1997
PAINT - MAIN STRUCTURE - IN COMPLIANCE	
PEELING PAINT ON FASCIA/SOFFIT AND BARE WOOD.	12/22/1997
WINDOW GLASS - IN COMPLIANCE	
GLASS MISSING FROM SOUTH SIDE WINDOW	07/17/1998
ACCESSORY STRUCTURE - REPAIRS - IN COMPLIANCE	
CARPORT CEILING IN DISREPAIR.	12/22/1997
JUNK/RUBBISH/OUTDOOR STORAGE - IN COMPLIANCE	
WOOD, GLASS, BUCKETS, PLYWOOD AND OTHER OBJECTS ENCLOSED	04/09/1998
IN CHAIN LINK FENCE	04/09/1998
howing 1 to 13 of 13 entries	anna anna anna anna anna anna anna ann
Inspection Comments	- information and a series series series series series series and a se
001 - INITIAL INSPECTION	
Results status - INSPECTION COMPLETED	
CHANGE IN OWNERSHIP PREVIUS CASE #96-22998, PROPERTY IS	12/22/1997
VACANT AND IS SECURE.	12/22/1997
002 - REINSPECTION	
Results status - INSPECTION COMPLETED	

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01/26/1008

$\Delta \Delta \Delta \Delta$	DE	INICHE	CTION

Results status - INSPECTION COMPLETED

CARPORT CEILING HAS BEEN REPAIRED, WORKING ON FASCIA/SOFFIT

02/23/1998

AREA.

02/23/1998

004 - REINSPECTION

Results status - INSPECTION COMPLETED

MOST OF ROTTED WOOD HAS BEEN REPLACED, WILL CONTINUE TO

03/23/1998

MONITOR FOR WORK.

03/23/1998

005 - REINSPECTION

Results status - INSPECTION COMPLETED

NO CHANGE ON EXISTING VIOLATIONS, NOW THERE IS A NEW ONE.

04/09/1998

LARGE AMOUNT OF JTD ENCLOSED OF CHAIN LINK FENCE.

04/09/1998

006 - REINSPECTION

Results status - INSPECTION COMPLETED

MOST OF JTD IS GONE, JUST A SMALL AMOUNT LEFT. STILL WORKING

04/22/1998

ON PROPERTY.

04/22/1998

007 - REINSPECTION

Results status - INSPECTION COMPLETED

JTD has been removed and has started replacing rotted wood

05/20/1998

008 - REINSPECTION

Results status - INSPECTION COMPLETED

WORK IN PROGRESS ON FASCIA, REPLACED SOME WOOD.

06/03/1998

009 - REINSPECTION

Results status - INSPECTION COMPLETED

MORE WORK ON FASCIA, WILL CHECK TO SEE HOW HIS CASE WITH MK

07/06/1998

IS GOING.

07/06/1998

010 - REINSPECTION

Results status - INSPECTION COMPLETED Inspection Comments

WORK IN PROGRESS ON PROPERTY, THEY ARE STILL WORKING ON	08/20/1998
THE FASCIA/SOFFIT. THEY HAVE REPLACED THE WINDOW GLASS.	08/20/1998
011 - REINSPECTION	
Results status - INSPECTION COMPLETED	
STILL WORKING ON FASCIA AREA, STILL ACTIVE DEMO CASE	09/11/1998
012 - REINSPECTION	
Results status - INSPECTION COMPLETED	
ALL MOST ALL OF FASCIA HAS BEEN PUT UP, BUT HAS BAREWOOD.	09/30/1998
WILL MONITOR FOR WORK.	09/30/1998
013 - REINSPECTION	
Results status - INSPECTION COMPLETED	
W.I.P. ON FASCIA/SOFFIT	10/29/1998
014 - REINSPECTION	
Results status - INSPECTION COMPLETED	
FASCIA & SOFFIT HAS BEEN REPLACED, ONLY NEEDS TO BE PAINTED.	12/01/1998
015 - REINSPECTION	
Results status - INSPECTION COMPLETED	
ALL PAINTING HAS BEEN COMLETED. TM FOR MRV	12/24/1998
CLOSE	12/24/1998
tender som medden som en	

Showing 1 to 54 of 54 entries

and the property of the control of t	
Other Action Comments	Andrew Control of the State of
001 - TELEPHONE CONVERSATION	
MR. GREG SECRLOR CALLED, HADN'T RECEIVED VIOLATION NOTICE	01/07/1998
YET, EXPLAINED THAT DIDN'T SEND ANY OUT BEFORE CHRISTMAS &	01/07/1998
WILL RECEIVE IT SOON. WANTED ME TO KNOW THAT HE WAS WORKING	01/07/1998
ON PROPERTY AND WITH ALL THE RAIN NOT GETTING AS MUCH DONE	01/07/1998
AS WOULD LIKE BUT WILL CONTINUE TO WORK.	01/07/1998

002 - TELEPHONE CONVERSATION

MR. SECKLOR LEFT A MESSAGE, REC'D LETTER ABOUT JTD IN BACK.	04/21/1998
HE SAID HE HAS CLEANED UP AND MOWED THE GRASS. HE SAID ABOUT	04/21/1998
ROTTED WOOD THAT MIKE K. WANTED DRAWINGS OF THE ROOF, THE	04/21/1998
DRAWINGS SHOULD BE DONE SOON.	04/21/1998
003 - RECORD CHECK	
PERMIT 98-5001403 BLDG MINOR ALTERATION.	07/06/1998
004 - MISCELLANEOUS INFORMATION	
WHILE MAKING INSPECTION YESTERDAY RELATED TO ZONING REQUEST,	07/17/1998
NOTED MISSING WINDOW GLASS ON WINDOW ON SOUTH SIDE, ALSO	07/17/1998
EXTENSIVE WORK GOING ON REPAIRING THE OVERHANG AREA - FACE	07/17/1998
BOARDS REMOVED & REPAIR WORK UNDERWAY. BUILDING DEMOLITION	07/17/1998
COORDINATOR MIKE KRAUJALIS REPORTS DRAWING SUBMITTED FOR	07/17/1998
PERMIT WAS SIGNED BY AN ENGINEER & THAT A CONTRACTOR IS WORK	07/17/1998
ING ON SITE. (JDW)	07/17/1998
005 - RECORD CHECK	
PERMIT 98-5001403 HAD INSPECTION DONE ON 8-31-98 BY LEE	09/11/1998
HARTMAN, HE DISAPPROVED IT & SAID TO REPLACE ROTTED WOOD	09/11/1998
AND CALL BACK	09/11/1998

Showing 1 to 25 of 25 entries

Legal Description		11
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STREET		American

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Case Number: 97-00019865

Address: 2439 4TH ST S

Below is a display of all the narrative which has been entered for this case.

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Case Narrative	
A CONTRACTOR OF THE CONTRACTOR	Section 1. Control of the control of
(LR)	07/15/1997
	e en
9-5-97 CASE TYPE CHANGED FROM UNSF TO UNSR	. (LR) 09/26/1997

Showing 1 to 2 of 2 entries

Violation C	Comments
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UNSAFE STRUCTURE - INACTIVE

nspection Comments	
001 - INITIAL INSPECTION	
Results status - INSPECTION COMPLETED	
MADE INSPECTION WITH MK WHO SAID TO REFER TO DEMO.	07/15/1997
002 - REINSPECTION	
Results status - INSPECTION COMPLETED	· - - - - - - - - - - - - - - - - - - -
NO CHANGE. MONITOR FOR DEMO.	08/25/1997
003 - REINSPECTION	
Results status - INSPECTION COMPLETED	
NO CHANGE.	09/19/1997
MONITOR FOR DEMO.	09/19/1997
004 - REINSPECTION	
Results status - INSPECTION COMPLETED	
MK MADE RD REINSPECTION. FOUND ONE STORY MASONRY & FRAME	09/26/1997
COMMERCIAL STRUCTURE IN POOR CONDITION. SEVERE WOOD ROT	09/26/1997
	09/26/1997
GAS ISLAND CANOPY. TERMITE DAMAGE IN WOOD FRAME STORAGE	

AT 4405 0 A MILLIONES			~
ATC1135: S.A. N.NARLES	rL 34102	PHONE 941-263-2956	. CHANGE

09/26/1997

CASE TYPE TO UNSR. KEEP CASE WITH AREA INSPECTOR, PLACE 09/26/1997 CASE IN JULY REFERRAL FILE. 09/26/1997 THIS CASE IS IN HARBORDALE OPERATION COMMITMENT. 09/26/1997 005 - REINSPECTION Results status - INSPECTION COMPLETED HAVE SOMEONE IN PROCESS OF BUYING PROPERTY, NO CHANGES AT 10/15/1997 **PROPERTY** 10/15/1997 006 - REINSPECTION Results status - INSPECTION COMPLETED WORK IN PROGRESS, ARE STARTING TO REHABILITATE PROPERTY. 12/17/1997 007 - REINSPECTION Results status - INSPECTION COMPLETED SOME WORK BEING DONE BY NEW OWNER. 01/27/1998 008 - REINSPECTION Results status - INSPECTION COMPLETED TM FOR MRV - WORK IN PROGRESS, REFILE FOR 10 DAYS. 02/09/1998 009 - REINSPECTION Results status - INSPECTION COMPLETED CONTINUE TO HAVE WORK DONE, PROPERTY HAS CHANGED HANDS. 02/20/1998 WILL

Showing 1 to 38 of 38 entries

		_
Other	Action	Comments

001 - TAKE PHOTOGRAPHS

PHOTO TAKEN TO REFER TO DEMO 07/15/1997

002 - REFER TO DEMOLITION

OK TO REFER TO DEMO PER BES.

VOID THIS TO NEW OWNER AND ALSO TO DEMO CASE 97-30580

PHOTO SENT TO MK 07/15/

07/15/1997

07/15/1997

02/20/1998

Other Action Comments

VIOLATION NOTICE RETURNED MARKED, "ATTEMPTED NOT KNOWN". 08/14/1997

004 - POSTING

POSTED VIOLATION NOTICE ON PROPERTY. 08/14/1997

005 - STATUS "UNSAFE" ON LAND MGMT

LR MADE ENTRY IN LAND MGMT - STRUCTURE UNSAFE, ETC. 09/26/1997

006 - RECORD CHECK

CHANGE IN OWNERSHIP: ASSOCIATED BUSSINES MACHINES 12/17/1997

101 1 ST AVE SW 12/17/1997

Showing 1 to 15 of 15 entries

Legal Description

HARBORDALE SUB

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Showing 1 to 3 of 3 entries

Appendix B Maps of Subject Property





The following page(s) contain the backup material for Agenda Item: A private initiated application for a 1.66-acre site, which consists of the entire eastern facing block of 14th Street North between 7th and 5th Avenues North, just west of St. Anthonys Hospital, requesting amendments to the Future Land Use and Official Zoning maps. (Quasi-judicial) Please scroll down to view the backup material.





ST. PETERSBURG CITY COUNCIL

Meeting of May 18, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: City File FLUM-66: Private initiated application for a 1.66-acre site, which consists of the entire eastern facing block of 14th Street North between 7th and 5th Avenues North, just west of St. Anthony's Hospital, requesting amendments to the Future Land Use and Official Zoning maps.

- (a) ORDINANCE 754-L, amending the Future Land Use Map from Planned Redevelopment Residential (PR-R) to Residential Medium (RM) and from Planned Redevelopment Residential (PR-R) to Planned Redevelopment Mixed Use (PR-MU); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.
- (b) ORDINANCE 786-Z, amending the Official Zoning Map from Neighborhood Traditional -2 (NT-2) to Neighborhood Suburban Multifamily 1 (NSM-1) and from Neighborhood Traditional Mixed Residential 1 (NTM-1) to Corridor Residential Traditional -1 (CRT-1); providing for repeal of conflicting ordinances and provisions thereof; and providing an effective date.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

<u>Public Input:</u> One email from the public in support and two phone calls in opposition have been received.

Community Planning and Preservation Commission (CPPC): On April 11, 2023, the CPPC held a public hearing regarding this matter and voted 4 to 2 making a finding of consistency with the Comprehensive Plan and recommending to City Council **APPROVAL** of the Future Land Use Map amendments and concurrent rezonings.

<u>Previous City Council Action</u>: On May 4, 2023, City Council conducted the first reading and voted unanimously to set the second reading and adoption public hearing for May 18, 2023.

Recommended City Council Action:

- 1) CONDUCT the second reading and public hearing of the attached proposed ordinances; AND
- 3) APPROVE the proposed ordinances.

<u>Attachments:</u> Ordinance 754-L, Ordinance 786-Z, CPPC Staff Report, and draft CPPC Minutes.

ORDINANCE NO. 754-L

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF ST. PETERSBURG, FLORIDA; BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FOR THE ENTIRE EAST FACING BLOCK OF 14TH STREET NORTH BETWEEN 7TH AND 5TH AVENUES NORTH AS FOLLOWS: A PORTION OF THE SUBJECT PROPERTY (APPROX. 1.24 ACRES), FROM PLANNED REDEVELOPMENT -RESIDENTIAL (PR-R) TO RESIDENTIAL MEDIUM (RM); A PORTION OF THE PROPERTY (APPROX. 0.42 ACRES) FROM PLANNED REDEVELOPMENT -RESIDENTIAL (PR-R) TO **PLANNED** MIXED REDEVELOPMENT USE (PR-MU); OF CONFLICTING PROVIDING FOR REPEAL ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Petersburg Comprehensive Plan and Future Land Use Map are required by law to be consistent with the Countywide Comprehensive Plan and Future Land Use Map and the Pinellas Planning Council, Forward Pinellas, is authorized to develop rules to implement the Countywide Future Land Use Map; and

WHEREAS, the St. Petersburg City Council has considered and approved the proposed St. Petersburg land use amendment provided herein as being consistent with the Countywide Future Land Use Map; now, therefore

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

Property

The following nine lots currently designated as Planned Redevelopment – Residential (PR-R) as identified as "1" on "Attachment A" Approximately 1.24 acres:

BON AIRE LOTS 71-79

Parcel ID Numbers:

13-31-16-10062-000-0791, 13-31-16-10062-000-0792, 13-31-16-10062-000-0790, 13-31-16-10062-000-0780, 13-31-16-10062-000-0770, 13-31-16-10062-000-0760, 13-31-16-10062-000-0750, 13-31-16-10062-000-0740, 13-31-16-10062-000-0730 and portions of 13-31-16-10062-000-0680

Land Use Category

From: Planned Redevelopment – Residential (PR-R)

To: Residential Medium (RM)

SECTION 2. Pursuant to the provisions of the Community Planning Act, as amended, and pursuant to all applicable provisions of law, the Future Land Use Map of the City of St. Petersburg Comprehensive Plan is amended by placing the hereinafter described property in the land use category as follows:

Property

The following three lots currently designated as Planned Redevelopment – Residential (PR-R) as identified as "2" on "Attachment A" Approximately 0.42 acres:

BON AIRE LOTS 68-70

Parcel ID Number:

Portions of 13-31-16-10062-000-0680

Land Use Category

From: Planned Redevelopment - Residential (PR-R)
To: Planned Redevelopment - Mixed Use (PR-MU)

SECTION 3. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon approval of the required Land Use Plan change by the Pinellas County Board of County Commissioners (acting in their capacity as the Countywide Planning Authority) and upon issuance of a final order determining this amendment to be in compliance by the Department of Economic Opportunity (DEO) or until the Administration Commission issues a final order determining this amendment to be in compliance, pursuant to Section 163.3187, F.S. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective as set forth above.

APPROVED AS TO FORM AND SUBSTANCE:

FLUM-66 (Land Use)

(Land Ose)

/s/ Elizabeth Abernethy

04/21/2023

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

DATE (Land Use

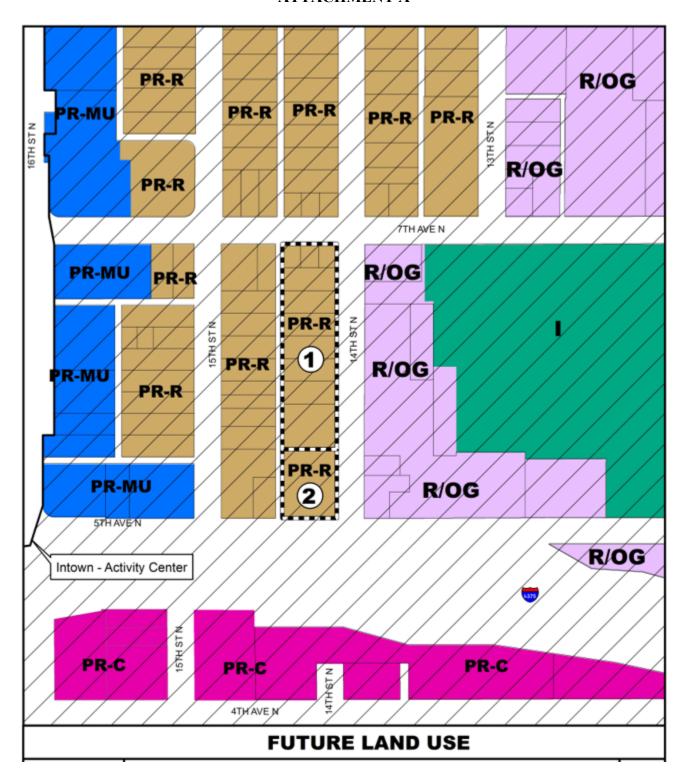
(Land Use)

ASSISTANT CATY ATTORNEY

04/21/2023

DATE

ATTACHMENT A



ORDINANCE NO. 786-Z

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ST. PETERSBURG, FLORIDA, BY CHANGING THE ZONING OF THE ENTIRE EAST FACING BLOCK OF 14TH STREET NORTH BETWEEN 7TH AND 5TH AVENUES NORTH AS FOLLOWS: A PORTION OF THE SUBJECT PROPERTY (APPROX. 1.24 ACRES), FROM NEIGHBORHOOD TRADITIONAL - 2 (NT-2) TO NEIGHBORHOOD SUBURBAN MULTIFAMILY - 1 (NSM-1), A PORTION OF THE PROPERTY (APPROX. 0.42 ACRES) FROM NEIGHBORHOOD TRADITIONAL MIXED RESIDENTIAL -1 (NTM-1) TO CORRIDOR RESIDENTIAL TRADITIONAL – 1 (CRT-1); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION 1. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

The following nine lots currently designated as Neighborhood Traditional -2 (NT-2) and as identified as "1" on "Attachment A":

BON AIRE LOTS 71-79

Parcel ID Numbers:

 $13-31-16-10062-000-0791,\ 13-31-16-10062-000-0792,\ 13-31-16-10062-000-0790,\ 13-31-16-10062-000-0780,\ 13-31-16-10062-000-0770,\ 13-31-16-10062-000-0760,\ 13-31-16-10062-000-0750,\ 13-31-16-10062-000-0740,\ 13-31-16-10062-000-0730$ and portions of 13-31-16-10062-000-0680

District

From: Neighborhood Traditional -2 (NT-2)

To: Neighborhood Suburban Multifamily – 1 (NSM-1)

SECTION 2. The Official Zoning Map of the City of St. Petersburg is amended by placing the hereinafter described property in a Zoning District as follows:

Property

The following three lots currently designated as Neighborhood Traditional Mixed Residential – 1 (NTM-1) and as identified as "2" on "Attachment A":

BON AIRE LOTS 68-70

Parcel ID Number:

Portions of 13-31-16-10062-000-0680

District

From: Neighborhood Traditional Mixed Residential – 1 (NTM-1)

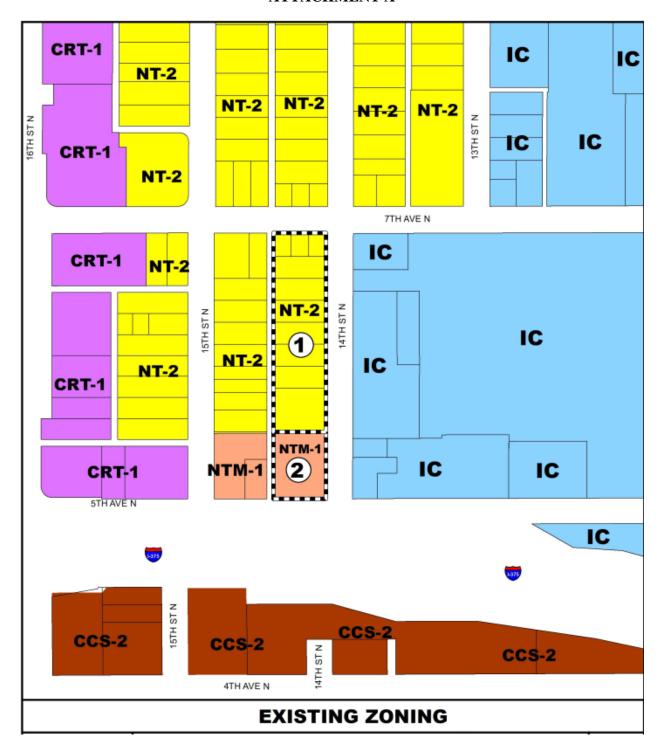
To: Corridor Residential Traditional – 1 (CRT-1)

SECTION 2. All ordinances or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance shall become effective upon the date the ordinance adopting the required amendment to the City of St. Petersburg Comprehensive Plan's Future Land Use Map becomes effective (Ordinance 754-L).

APPROVED AS TO FORM AND SUBSTANCE:	FLUM-66 (Zoning)
/s/ Elizabeth Abernethy	04/26/2023
PLANNING & DEVELOPMENT SERVICES DEPARTMENT	DATE
Michael J Dema	04/21/2023
ASSISTANT OTY ATTORNEY	DATE

ATTACHMENT A





Staff Report to the St. Petersburg Community Planning & Preservation Commission

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

For Public Hearing and Executive Action on Tuesday, April 11, 2023 at 2:00 p.m. in City Council Chambers, City Hall 175 5th St North, St. Petersburg, FL 33701.

According to Planning and Development Services records, there are no Community Planning & Preservation Commission members that have a direct or indirect ownership interest in real property located within 1,000 linear feet of real property contained within the application (measured by a straight line between the nearest points on the property lines). All other possible conflicts should be declared upon announcement of the item.

City File: FLUM-66

14th Street North (between 5th – 7th Avenue North)

This is a private-initiated application requesting the Community Planning and Preservation Commission ("CPPC"), in its capacity as the Local Planning Agency ("LPA"), make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the following Future Land Use Map amendments from Planned Redevelopment – Residential (PR-R) to Planned Redevelopment – Mixed Use (PR-MU) and Residential Medium (RM) and concurrent amendments to the Official Zoning Map from Neighborhood Traditional -2 (NT-2) and Neighborhood Traditional Mixed Residential - 1 (NTM-1) to Neighborhood Suburban Multifamily – 1 (NSM-1) and Corridor Residential Traditional -1 (CRT-1) for a 1.66-acre site, which consists of the entire eastern facing block of 14th Street North between 7th and 5th Avenues North, just west of St. Anthony's Hospital.

APPLICANT INFORMATION

APPLICANT/OWNER: John D. Smith, Belleair Properties Group LLC and Fifth Avenue Properties

Group LLC

2840 West Bay Drive, Suite 204 Belleair Bluffs, Florida 33770 Davidsmith4343@rogers.com

AGENT: Katie Cole, Esq. Hill Ward Henderson

600 Cleveland Street, Suite 800 Clearwater, Florida 33755 Katie.Cole@hwhlaw.com

CITY STAFF: Britton Wilson, AICP

Urban Planning and Historic Preservation Division Planning and Development Services Department

One 4th Street North

St. Petersburg, Florida 33731 Britton.wilson@stpete.org

(727) 551-3542

REQUEST

The applicant is requesting amendments to the Future Land Use Map from Planned Redevelopment – Residential (PR-R) to Planned Redevelopment – Mixed Use (PR-MU) and Residential Medium (RM) and concurrent amendments to the Official Zoning Map from Neighborhood Traditional - 2 (NT-2) to Neighborhood Suburban Multifamily – 1 (NSM-1) and from Neighborhood Traditional Mixed Residential – 1 (NTM-1) to Corridor Residential Traditional -1 (CRT-1) for a 1.66-acre site, which consists of the entire eastern facing block of 14th Street North between 7th and 5th Avenues North. This section of 14th Street north is a one-way street located just west of St. Anthony's Hospital. The site is also located within the Intown Activity Center (AC) overlay on the Future Land Use Map, which will remain. As stated by the applicant, there are no immediate plans for redevelopment, but the purpose of the proposed amendments is to allow for resale of the property in support of redevelopment to multifamily housing at a greater density than what is currently permitted.

SITE DESCRIPTION

1400 7th Avenue North (lot 79), 1402 7th Avenue North (lot 79), 1404 7th Street Addresses:

Avenue North (lot 79) and 636 14th Street North (lot 78), 634 14th Street North (lot 77), 622 14th Street North (lot 76), 610 14th Street North (lot 75), 0 14th Street North (lot 74), 540 14th Street North (lot 73), and 1401 5th Avenue North

(lots 68-72)

Parcel ID No.: 13-31-16-10062-000-0791, 13-31-16-10062-000-0792, 13-31-16-10062-000-

> 0790, 13-31-16-10062-000-0780, 13-31-16-10062-000-0770, 13-31-16-10062-000-0760, 13-31-16-10062-000-0750, 13-31-16-10062-000-0740, 13-

31-16-10062-000-0730 and 13-31-16-10062-000-0680

Acreage: 1.66

Future Land Use: (1) The northern 1.24 acres (MOL) from Planned Redevelopment -Residential (PR-R) with Activity Center Overlay to Residential Medium

(RM) with Activity Center Overlay and

(2) The southern 0.42 acres (MOL) from Planned Redevelopment -Residential (PR-R) with Activity Center Overlay to Planned Redevelopment – Mixed Use (PR-MU) with Activity Center Overlay

(1) The northern 1.24 acres (MOL) from Neighborhood Traditional - 2 (NT-2) to Neighborhood Suburban Multifamily -1 (NSM-1) and

(2) The southern 0.42 acres (MOL) from Neighborhood Traditional Mixed Residential – 1 (NTM-1) to Corridor Residential Traditional -1 (CRT-1)

Countywide Plan Map: Activity Center (AC) – no change proposed

Existing Uses: Facing 5th Avenue North is a vacant medical office building (former assisted living facility), the northern portion of the block are duplexes, single family

homes, a quadraplex and a five-unit multifamily apartment building.

North: 7th Avenue North and Single-family residential, duplexes and Surrounding Uses:

multifamily residential

West: Buffered by a 15-foot alleyway followed by single-family residential, duplexes, multifamily residential and former medical offices that are now

vacant

South: 5th Avenue North and I-375, a raised interstate highway, followed by

St. Vincent De Paul institutional uses

East: The entire block consists of existing professional medical buildings and

vacant land owned by St. Anthony's Hospital

Neighborhood Within the Historic Uptown Neighborhood Association.

Association:

Zoning:



Future Land Use:

- (1) The northern 1.24 acres from Planned Redevelopment - Residential (PR-R) with Activity Center Overlay to Residential Medium (RM) with Activity Center Overlay
- (2) The southern 0.42 acres from Planned Redevelopment - Residential (PR-R) to Planned Redevelopment – Mixed Use (PR-MU) with Activity Center Overlay
- (1) The northern 1.24 acres from Neighborhood Traditional - 2 (NT-2) to Neighborhood Suburban Multifamily -1 (NSM-1)
- (2) The southern 0.42 acres from Neighborhood Traditional Mixed Residential – 1 (NTM-1) to Corridor Residential Traditional -1 (CRT-1)

BACKGROUND

The subject 1.66-acre site between 5th and 7th Avenue North contains ten parcels consisting of twelve east facing platted lots in the Bon Air subdivision on 14th Street North, which is a one-way road. The site consists of a 14,000 square foot vacant medical office building that is considered an abandoned grandfathered use since there has been no active tax receipt since 2019 (per LDR Section 16.60.030.1.D). The northern portion of the block is a mix of duplexes, single-family homes, a quadraplex and a five-unit multifamily building all built between 1918 and 1922.

There are active code violations for four of the subject addresses. The single-family home located at 636 14th Street North was issued violations for roof, fascia/soffit disrepair, windows, and various other exterior property maintenance. The duplex located at 634 14th Street North was issued violations for fascia/soffit and porch disrepair and other various exterior property maintenance. The multifamily building located at 610 14th Street North was issued violations for roof, fascia/soffit disrepair, exterior stairs, windows, and other various exterior property maintenance. The quadraplex located at 622 14th Street North was issued a civil citation for two inoperable vehicles and code violations for fascia/soffit disrepair, structural maintenance, paint and exterior wall disrepair. At the time of writing, none of the above-mentioned violations have been resolved.

Projects subject to a planning and zoning decision which involve demolition of four or more existing occupied multifamily dwelling units at the time of application shall provide written notice via certified mail of the intent to develop to all tenants residing on the subject property at least 90 days prior to issuance of a building permit (per LDR Section 16.70.010.14).

On the east side of 14th Street North from 5th to 7th Avenue is property owned by St. Anthony's hospital that consists of parking for the main entrance of the hospital accessed from 5th Avenue North, vacant parcels, and a medical office building at the southeast corner of 7th Avenue North. To the south is 5th Avenue North and I-375, a raised interstate highway, followed by St. Vincent De Paul CARES Center of Hope and other institutional uses. To the north is 7th Avenue North with south facing duplexes and single-family homes on the north side of the avenue.

The site is located in the western portion of Historic Uptown Neighborhood Association. There is an adopted neighborhood plan that was last updated in 2013. The plan identifies the entire length of 7th Avenue North as an appropriate roadway for implementation of a complete streets concept with a bike/pedestrian influence as well as calling for the deterrence of traffic from 7th Avenue North to make the neighborhood quieter. The plan

also calls for structural neighborhood improvements such as infilling vacant lots and improving or eliminating substandard housing.

From 1977 to 2007, the site and surrounding area was zoned Residential Office -1 (RO-1), which was intended to permit a mix of residential and office uses allowing up to 12 dwelling units per acre. The subject site was rezoned to NT-2 in September 2007, following the implementation of the City's Vision 2020 Plan and the Citywide rezoning and update of the Land Development Regulations. On March 23, 2023, the city rezoned the southern three lots (lots 68-70) to Neighborhood Traditional Mixed Residential – 1 (NTM-1) but was zoned NT-2 at the time of application. The existing medical office building was in conformance with its zoning designation until 2007, where it then became a grandfathered use under both the NT-2 and NTM-1 zoning districts.

CONSISTENCY AND COMPATIBILITY

The primary criteria associated with this private application are consistency and compatibility of the requested designation with the established surrounding land use and zoning patterns, and the provision of adequate public services and facilities.

The property owner's intent to resell the property with the ability to redevelop to multifamily housing at a greater density than what is currently permitted is not consistent with the current Planned Redevelopment – Residential (PR-R) Future Land Use designation and Neighborhood Traditional - 2 (NT-2) and Neighborhood Traditional Mixed Residential -1 (NTM-1) zoning districts. The PR-R land use designation is intended for low to moderate density residential uses not to exceed 15 dwelling units per net acre; however, when located outside of the Coastal High Hazard Area, and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), Missing Middle Housing at a maximum density of 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan. The southern three lots (lots 68-70) of the amendment qualify for Missing Middle Housing as they abut the major street of 5th Avenue North and therefore were rezoned on March 23, 2023, to NTM-1. The NT-2 zoning district also only allows for single-family residential homes with accessory dwelling units. On the Future Land Use map, the site is also located within the Intown Activity Center (AC) overlay. An AC overlay provides for density and intensity increases for mixed use zoning districts. Since the subject site is zoned NT-2 and NTM-1, which only allow for single-family residential and small four-unit multifamily buildings and do not allow for a mix of uses, the AC overlay therefore does not provide for density or intensity increases.

The proposed Residential Medium (RM) Future Land Use designation for the nine northern lots (lots 71-79) allows for medium density residential uses not to exceed 15 dwelling units per net acre; however, when located outside of the Coastal High Hazard Area, and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), Missing Middle Housing at a maximum density of 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan. The nine northern lots of the amendment do not qualify for Missing Middle Housing as they don't abut a major street and therefore are not eligible to be rezoned to NTM-1. Similar to PR-R, RM does not allow for a mix of uses, therefore the AC overlay does not provide for density or intensity increases.

A land use change to RM would allow for the proposed rezoning to Neighborhood Suburban Multifamily – 1 (NSM-1). The purpose of the NSM-1 district is to allow for medium-intensity garden apartments reflecting both small- and large-scale apartment complexes. Both NT-2 and NSM-1 allow up to the same maximum density of 15 dwelling units per acre, however the building form of the units for NT-2 is single-family with an accessory dwelling unit or ADU and the form of the units for NSM-1 is multifamily to include apartments, townhouses and duplexes with building heights typically ranging between one and three stories.

The requested amendments to the RM land use designation and NSM-1 zoning district are appropriate at this location as it is consistent with several Comprehensive Plan goals, objectives, and policies, which are included in the following section of the report. For example, Policy LU3.4 that calls for *the Land Use Plan to provide* for compatible land use transitions through an orderly land use arrangement. The request furthers this policy

as the proposed amendments provide for a step down in intensity from the institutional use of St. Anthony's Hospital to the east and the single-family homes to the west resulting in an orderly land use arrangement.

The proposed Planned Redevelopment – Mixed Use (PR-MU) Future Land Use designation for the three southern lots (lots 68-70) allows for mixed use retail, office, service and medium density residential uses not to exceed a floor area ratio of 1.25 and a net residential density of 24 dwelling units per acre; however, when located outside of the Coastal High Hazard Area, and only when abutting a major street as depicted on the Future Major Streets Map (Map 20), Missing Middle Housing at a maximum density of 30 dwelling units per net acre is permitted in accordance with the Land Development Regulations (LDRs) and special area plan. The three lots qualified for Missing Middle Housing and were rezoned to Neighborhood Traditional Mixed Residential -1 (NTM-1) on March 23, 2023. The PR-MU land use category allows for a mix of uses, therefore higher densities and intensities are acceptable within activity centers.

A land use change to PR-MU would allow for the proposed rezoning to Corridor Residential Traditional -1 (CRT-1). The purpose of the CRT district is to address major streets lined with single-family residential by encouraging redevelopment of townhomes, condominiums, apartment buildings and mixed-use buildings that are appropriately scaled to the context of the corridor and to facilitate conversion of the remaining single-family homes to offices or limited retail uses. These uses can provide affordable workforce housing units and buffer the adjacent interior single-family neighborhoods from the high volumes of traffic on major streets. Development standards reinforce the traditional development pattern. When located in an Activity Center overlay, such as the subject site, an increase in density and intensity is permitted up to 60 dwelling units per acre and 2.5 FAR with a potential Workforce Housing Density Bonus of 8 dwelling units and 0.2 FAR. Additionally, under the CRT-1 zoning district, the option to build to NTM-1 standards will remain.

The requested amendments to the PR-MU land use designation and CRT-1 zoning district are appropriate at this location as it is consistent with several Comprehensive Plan goals, objectives, and policies, which are included in the following section of the report. For example, Policy LU3.11 calls for *more dense residential uses (more than 7.5 units per acre) to be located along designated major streets* and Policy LU3.6 calls for *land use decisions to weigh heavily on the established character of the neighborhood.* The request furthers these policies as the subject property is located on 5th Avenue North, which is designated as a future major street on the Future Major Streets Map (Comprehensive Plan Map 20) and is consistent with the current mix of residential densities and the established zoning pattern of the north side of 5th Avenue North, which is predominantly CRT-1, one standard lot deep, for 3.5 miles from Beach Drive to 42nd Street North, only periodically interspersed with more intensive zoning such as Industrial Traditional (IT) at the highway interchange and Corridor Commercial Traditional – 1 (CCT-1) at other arterial roadway intersections such as 4th Street North (see below map). It is also in character with the predominant surrounding development that is also within the AC overlay, which includes this subject site and its surroundings with the intent to support neighboring St. Anthony's Hospital and the greater downtown area.

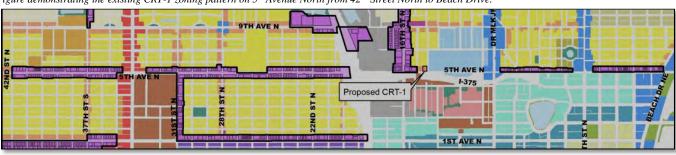


Figure demonstrating the existing CRT-1 zoning pattern on 5th Avenue North from 42nd Street North to Beach Drive.

CRT-1

The proposed amendments are also consistent with Countywide Land Use Strategy Map, where the subject property is designated Activity Center (AC) with an Urban Center subcategory designation, which provides for the highest density and intensity development standards. The Countywide Plan Rules identifies the Urban Center as providing for up to 200 dwelling units an acre and a Floor Area Ratio (FAR) of 8.0. The Land Use Strategy Map and the Advantage Pinellas Plan, also known as the 2045 Long Range Transportation Plan, identify this section of 5th Avenue North as a supporting multimodal corridor which are key priority investment corridors to be served with high frequency transit. Both plans prioritize investment in projects that support these investment corridors as they are best suited for regional connectivity of housing and employment by promoting travel options and economic redevelopment while protecting established communities.

RELEVANT CONSIDERATIONS ON AMENDMENTS TO THE FUTURE LAND USE MAP

The Urban Planning & Historic Preservation Division staff reviewed this application in the context of the following criteria excerpted from the City Code Section 16.70.040.1.1 Amendments to the Comprehensive Plan and Land Development Regulations, the review and decision shall be guided by the following factors:

1. Compliance of the proposed use with the goals, objectives, policies, and guidelines of the Comprehensive Plan.

The following staff analysis is provided to address compliance with the following policies and objectives from the Comprehensive Plan:

LU 2.5 The Land Use Plan shall make the maximum use of available public facilities and minimize the need for new facilities by directing new development to infill and redevelopment locations where excess capacity is available.

The subject amendment is supporting redevelopment of a site that is served by public facilities with excess capacity available. There is excess roadway capacity, as well as water and sewer capacity to accommodate the proposed increase in potential density and intensity.

LU3.4 The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of physical and natural separators.

The request furthers this policy as the proposed amendments to CRT-1 are consistent with the established zoning pattern of the north side of 5th Avenue North, which is predominantly CRT-1 one standard lot deep for 3.5 miles from Beach Drive to 42nd Street North. The proposed amendments will be a continuation of the existing transition in intensity resulting in a logical and orderly land use pattern.

The request also furthers this policy as the proposed amendments to NSM-1 provide for a step down in intensity from the institutional use of St. Anthony's Hospital to the east and the single-family homes with a 15-foot wide alley separator to the west resulting in an orderly land use arrangement.

LU3.5 The tax base will be maintained and improved by encouraging the appropriate use of properties based on their locational characteristics and the goals, objectives, and policies within this Comprehensive Plan.

The subject property is located within the Intown Activity Center (AC) overlay. A change in zoning from NTM-1 to CRT-1 will allow for the density and intensity increases the overlay is intended to provide. The tax base will improve when the site is redeveloped in keeping with densities that the AC overlay was intended to support.

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

When applied to the southern 0.42-acres of the site, the proposed PR-MU Future Land use designation and CRT-1 zoning district with existing AC overlay will allow for mixed use residential development of 25 total dwelling units, or medical office expansion up to 45,738 square feet, which is in character with the predominant surrounding development that is also within the AC overlay, which includes this subject site and its surroundings with the intent to support neighboring St. Anthony's Hospital and the greater downtown area.

When applied to the northern 1.24-acres of the site, the proposed RM Future Land Use and NSM-1 zoning district will allow for 19 total dwelling units with a potential workforce housing density bonus of ten dwelling units, which is in keeping with the surrounding residential density but will allow a building form of townhouses or multifamily units.

LU3.7 Land use planning decisions shall include a review to determine whether existing Land Use Plan boundaries are logically drawn in relation to existing conditions and expected future conditions.

Land use boundaries are logically drawn and are of a relatively consistent depth in relation to existing land use and zoning pattern.

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

The potential mixed-use and multifamily development will provide for a compatible land use transition from the street fronting higher density mix-uses followed by the less dense multifamily to the north. In accordance with the Land Development Regulations, Site Plan Review criteria, appropriate building setbacks and existing 15-foot-wide alley will provide compatibility and protection of the neighboring residential uses to the west and the single-family homes to the north are buffered by 7th Avenue North.

LU3.11 More dense residential uses (more than 7.5 units per acre) may be located along (1) passenger rail lines and designated major streets or (2) in close proximity to activity centers where compatible.

The amendment area is located on 5th Avenue North, which is designated as a future major street on the Future Major Streets Map (Comprehensive Plan Map 20). The Land Use Strategy Map and the Advantage Pinellas Plan, also known as the 2045 Long Range Transportation Plan, identify this section of 5th Avenue North as a supporting multimodal corridor which are key priority investment corridors to be served with high frequency transit. Both plans prioritize investment in projects that support these investment corridors as they are best suited for regional connectivity of housing and employment by promoting travel options and economic redevelopment while protecting established communities. The subject site is also located within the Intown Activity Center, which is identified as an area suitable for concentrated growth and economic development.

LU5.3 The Concurrency Management System shall continue to be implemented to ensure proposed development to be considered for approval shall be in conformance with

existing and planned support facilities and that such facilities and services be available, at the adopted level of service standards, concurrent with the impacts of development.

LOS impact analysis concludes that the proposed FLUM amendment and concurrent rezoning will not have a significant impact on the City's adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management.

LU19.3 The land use pattern shall contribute to minimizing travel requirements and anticipate and support increased usage of mass transit systems.

The site is located on 5th Avenue North, which is a supporting multimodal corridor served by high frequency transit serviced by three different transit routes with service headway times between 30 and 60 minutes. The subject property is located within the northern outer edge of the Intown Activity Center, which may make commuting into the economic downtown center by transit and other mobility options more appealing.

Additionally, the StPete2050 Vision Plan recognizes that higher density projects along major corridors increase the number of riders and future success of any expanded transit options.

LU20.2 The Future Land Use Element of the St. Petersburg Comprehensive Plan shall be consistent with the Countywide Future Land Use Plan, including the categories, rules, policies, and procedures thereof.

The proposed amendments to the City's Future Land Use Map and Official Zoning Map are consistent with the Countywide Rules and Future Land Use Plan as the site is already designated Activity Center (AC). Therefore, no amendment to the Countywide Map is required.

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

The subject property has frontage on 5th Avenue North which is classified as a Future Major Street and a supporting multimodal corridor. The proposed amendments support the integration of land use with transportation planning as the site is currently served with high frequency transit while being located within the northern boundaries of the Intown Activity Center.

The City shall include criteria in the FLUM amendment process in the Land Development Regulations to give additional weight to amendments that increase densities for projects that are located in close proximity to Activity Centers or along corridors where transit or facilities for high occupant vehicles exist, where compatible with the policies established in the Land Use Element.

As stated above, the proposed amendments will allow for higher density with the potential for mixed-use development that is located within the Intown Activity Center and served by high frequency transit.

Additionally, a goal of the StPete2050 Vision Plan theme of Sustainability and Resilience is to reduce vehicle miles traveled and parking demand by increasing development that is supported by high-frequency transit service.

PR1.1 The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

The subject property owner has initiated the subject land use and zoning map amendments in order to further their interests in their private property.

PR1.2 The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

The subject property owner has initiated the subject land use and zoning map amendments in order to expand upon their existing entitlements and to develop according to state law and local ordinances.

PR1.3 The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

The proposed amendments do not alter the property owner's right to privacy or their ability to exclude others from the property to protect the owner's possessions and property.

PR1.4 The right of a property owner to dispose of his or her property through sale or gift.

The proposed amendments do not alter the property owners right to dispose of their property through sale or gift.

2. Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for listed species as defined by the Conservation Element of the Comprehensive Plan.

The proposed amendment would not adversely affect any environmentally sensitive land or properties which are documented as habitat for listed species as defined by the conservation element of the Comprehensive Plan. The lots were first developed in the early 1900's with a mixture of single family and missing middle housing types.

3. Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units.

The existing PR-R and proposed RM Future Land Use designation (for the northern 1.24-acres) both allow for 15 dwelling units per acre. However, the PR-R units are expressed as 7.5 single family dwellings with 7.5 accessory dwelling units (ADUs) and the RM units are expressed as 15 multifamily dwelling units per acre. Assuming 2.5 people per single family home and 1 person per ADU, the current land use and zoning could support approximately 33 people [$(7.5 \times 1.24 \times 2.5) + (7.5 \times 1.24 \times 1) = 32.5$]. Assuming 1.5 people per multi-family dwelling unit, the proposed land use could also support an approximate population of 28 people, which represents a potential slight decrease in population of five people.

For the southern 0.42-acres, the existing PR-R Future Land Use designation allows for 15 dwelling units per acre or up to 30 units per acre when zoned NTM-1 or 13 units on the subject property. The current land use and zoning could support approximately 19 people $[0.42 \times 30 \times 1.5 = 18.9]$. The proposed Future Land Use designation of PR-MU with AC overlay would allow for 60 dwelling units per acre or 25 dwelling units. Assuming 1.5 people per multi-family dwelling unit, the proposed land use could support a population of 38 people or an approximate increase of 19 people.

Overall, the proposed amendments represent an increase in supported population of approximately 14 people.

4. Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS.

The following LOS impact analysis concludes that the proposed FLUM amendment and concurrent rezoning will not have a significant impact on the City's adopted LOS standards for public services and facilities including potable water, sanitary sewer, solid waste, traffic, mass transit, recreation, and stormwater management. Upon application for site plan review, or development permits, a concurrency review will be completed to determine whether the proposed development may proceed. The property owner must comply with all laws and ordinances in effect at the time development permits are requested.

POTABLE WATER

Under the existing inter-local agreement with Tampa Bay Water (TBW), the region's local governments are required to project and submit, on or before February 1st of each year the anticipated water demand for the following year. TBW is contractually obligated to meet the City's and other member government's water supply needs. The City's adopted LOS standard is 125 gallons per capita per day (gpcd), while the actual current usage equates to approximately 72.4 gpcd. The City's overall potable water demand is approximately 26.8 million gallons per day (mgd), while the systemwide capacity is 68 mgd. With only 40% of capacity systemwide currently being used, there is excess water capacity to serve the amendment area.

SANITARY SEWER

The subject property is served by the Southwest Water Reclamation Facility (WRF), which presently has an estimated excess average daily capacity of 5.26 mgd. The estimate is based on permit capacity of 20 mgd and a calendar year 2021 daily average flow of 14.74 mgd. With approximately 26% available capacity, there is excess average daily capacity to serve the amendment area.

Following several major rain events in 2015-2016, the City increased its' peak wet weather wastewater treatment capacity from 112 mgd to approximately 157 mgd – a 40% increase in peak flow capacity. As outlined in the St. Pete Water Plan, the City is implementing system reliability improvements at the WRFs, aggressively improving the gravity collection system to decrease Inflow and Infiltration (I&I) which reduces peak flows at the WRFs, and addressing sea level rise system vulnerabilities at lift stations.

The City remains committed to continued I&I reduction. Also, the City is fully committed to implementing selected recommendations from the St. Pete Water Plan, which incorporates growth projections and outlines the required system and network improvements needed to provide a resilient wastewater collection and treatment system.

SOLID WASTE/SANITATION

Solid waste collection is the responsibility of the City, while solid waste disposal is the responsibility of Pinellas County. The City and the County have the same designated LOS of 1.3 tons per person per year. The County currently receives and disposes of municipal solid waste generated throughout Pinellas County. All solid waste disposed of at Pinellas County Solid Waste is recycled, combusted, or buried at the Bridgeway Acres sanitary landfill. The City and County's commitment to recycling and waste reduction programs have assisted in keeping down the actual demand for solid waste disposal, which continues to extend the life span of Bridgeway Acres Sanitary Landfill. The landfill

is expected to remain in use for approximately 82 years, based on current design (grading) and disposal rates. Thus, there is excess solid waste capacity to serve the amendment area.

RECREATION

The City's adopted LOS for recreation and open space is 9 acres/1,000 population, the actual LOS City-wide is estimated to be 20.3 acres/1,000 population. With a LOS rate of 9 acres/1,000 permanent and seasonal residents, the City would still have 20.3 acres/1,000 permanent and seasonal residents. If approved, there will be no noticeable impact on the adopted LOS standard for recreation and open space.

STORMWATER MANAGEMENT/DRAINAGE

Drainage LOS identifies minimum criteria for existing and future facilities impacted by rain events. This is often quantified by a "design storm" with a specific duration, rainfall amount and return frequency. Currently the design storm used by the City is a 10-year return frequency, 1-hour duration storm as outlined in Drainage Ordinance, Section 16.40.030 of the Land Development Regulations (LDR). Unlike the other concurrency related facilities, stormwater LOS is not calculated with a per capita formula. Instead, the City implements the LOS standard through review of drainage plans for new development and redevelopment where all new construction of and improvements to existing surface water management systems will be required to meet design standards outlined in LDR Section 16.40.030. This ordinance requires all new development projects to be permitted through the City and SWFWMD to ensure projects meet quantity and quality design standards for stormwater treatment.

Prior to redevelopment of the subject property, site plan approval will be required. At that time, City Code and Southwest Florida Water Management District (SWFWMD) site requirements for stormwater management criteria will be implemented. The City's existing Stormwater Management Master Plan (SWMP) contains detailed information on the 26 basins that comprise the stormwater management area. An update to the plan is currently underway with the assistance of cooperative funding from SWFWMD. The City's commitment to upgrading the capacity of stormwater management systems is demonstrated by continued implementation of the SWMP, the Stormwater Utility Fee and capital improvement budgeting for needed improvements.

The City is updating the Stormwater Management Master Plan with an expected completion before the end of calendar year 2023. While this update is consistent with the SWFWMD guidelines, it is enhanced as it takes into consideration sea level rise to identify projects to maintain LOS and enhance water quality. The City's Stormwater Design Standards are being updated to incorporate Low Impact Design (LID) to reduce stormwater runoff and increase water quality. Likewise, the City recently updated its' impervious service mapping throughout the City and will be working towards a credit-based stormwater rate system for commercial and residential properties who implement LID and rain harvesting elements. Examples of such credits may be underground stormwater vaults, pervious pavements, greywater systems, and vegetative swales.

TRAFFIC

Existing Conditions

Fifth Avenue North, 14th Street, 7th Avenue North, and a north-south alley border the subject property. The Florida Department of Transportation maintains 5th Avenue North, which is a three-lane, undivided road that is classified as a minor arterial. The City of St. Petersburg maintains 14th Street, which is a one-lane, one-way local road commonly utilized for on-street parking. The City also maintains 7th Avenue North, which is a two-lane, undivided road. The north-south, two-way alley is located west of the subject parcels; the alley has a platted width of 15 feet and the surface material is brick.

While the City no longer has a level of service (LOS) standard for roadway capacity, the Comprehensive Plan (T3.2) requires the City to utilize the Forward Pinellas Annual LOS Report to monitor roadway LOS for major streets. Roadway LOS is divided into six letter grades, "A" through "F," with "A" representing free flow conditions for motorists and "F" representing heavy traffic congestion. The proposed amendment is not expected to degrade existing levels of service significantly. According to the Forward Pinellas' 2022 Annual Level of Service Report, the Average Annual Daily Traffic (AADT) volume on 5th Avenue North from Dr. ML King Jr. Street to 16th Street is 10,200. This segment of 5th Avenue North has a volume-to-capacity (V/C) ratio of 0.27 and functions at a LOS "D." Fifth Avenue North carries 475 peak hour, peak direction trips, and has a spare capacity of 1,301 peak hour, peak direction trips. Roadway level of service data is not provided for 14th Street and 7th Avenue North because they are not major streets.

Trip Generation

The subject properties are developed with a 14,000-square-foot medical office building, six single-family homes on five parcels, one quadplex, and one five-unit multifamily development. The Transportation and Parking Management Department staff utilized trip generation data in the Institute of Transportation Engineer's (ITE') "Trip Generation Manual" (11th Edition) to estimate the trip generation for the existing development. Staff utilized the following ITE land use types (followed by ITE land use code): single-family attached housing (215), single-family detached housing (210), multifamily low rise (220), and medical office (720). These land use types were used to estimate existing morning (7 a.m. to 9 a.m.) and evening (4 p.m. to 6 p.m.) peak hour trips. If fully occupied, the current land uses would generate an estimated 51 a.m. peak hour trips (34 trips in, 17 trips out) and 66 p.m. peak hour trips (24 trips in, 42 trips out).

The maximum build-out for low-rise multifamily (ITE land use 220), accounting for the activity center density and workforce housing density bonuses, across all the lots would be 54 units, which would generate an estimated 40 a.m. peak hour trips (10 trips in, 30 trips out) and 44 p.m. peak hour trips (28 trips in, 16 trips out). If the southern portion of the development were to build strictly commercial development, the maximum build-out for general commercial would be 45,738 square feet. A variety of commercial developments could be built, but for the purpose of this trip generation analysis staff selected a shopping plaza (ITE land use code 821). A shopping plaza would generate an estimated 79 a.m. peak hour trips (49 trips in, 30 trips out) and 237 p.m. peak hour trips (116 trips in, 121 trips out).

Staff utilized ITE trip generation data from general urban/suburban settings for the existing and proposed uses. Vehicular trip rates per unit of development are typically lower in denser urban areas, such as the vicinity of the subject property. This suggests that the existing land uses would likely generate fewer than 51 a.m. and 66 p.m. peak hour trips, and the proposed uses would likely generate fewer than 79 a.m. and 237 p.m. peak hour trips. As noted, the spare capacity on 5th Avenue North adjacent to the site is 1,301 peak hour, peak direction trips. A significant amount of excess capacity is available to accommodate the potential trips generated by the proposed land use change and rezoning.

Sidewalks

There are sidewalks adjacent to the subject property on 5th Avenue North. There are also sidewalks on both sides of 14th Street and both sides of 7th Avenue North.

Bicycle Network

There is a bike lane on the northern side of 5th Avenue North for bicyclists traveling in the westbound direction. A bike lane exists on the southern side of 4th Avenue North for bicyclists traveling eastbound.

Neighborhood Traffic Plan

The subject property is in the Historic Uptown Neighborhood Association, which has a neighborhood traffic plan. There are no traffic-calming measures in the vicinity of the subject property.

Complete Streets

The portion of 7th Avenue North that is east of Dr. ML King Jr. Street is a designated neighborhood greenway in the Complete Streets Implementation Plan. This portion of 7th Avenue North is designated for bicycle priority and street calming in coordination with neighborhood plans.

TRANSIT

The Citywide LOS for mass transit will not be affected. There is a bus stop on 5th Avenue North between 15th and 14th Street, which services three transit routes, two of which are high-frequency routes:

- Route 9 with 30-minute headways
- Route 16 with 65-minute headways
- Route 32 with 35-minute headways

These routes provide service to Grand Central Station, Gateway Mall transfer center, and downtown St. Petersburg, including the SunRunner service. Additionally, PSTA offers several programs that provide discounted or late-night bus service to qualifying individuals, including the Late Night, Direct Connect, and Access Programs.

5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions;

The 1.66-acre land area is both appropriate and adequate for the applicants stated intention to resell the property to be redeveloped for multifamily residential housing at a density greater than what is currently allowed.

6. The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties;

The City has a limited availability of large, consolidated lots such as the subject property that can help the community address the growing need for market rate affordable housing. Its location on a multimodal corridor served by high frequency transit and within the Intown Activity Center support the subject property as being suitable for the proposed land use and zoning amendments.

7. Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity;

The established land use pattern of the immediate surrounding neighborhood is a mix of single and multifamily houses and St. Anthony's Hospital with supporting medical offices. When applied to the northern 1.24-acres of the site, the proposed RM Future Land Use designation and NSM-1 zoning district will allow for 19 total dwelling units with a potential workforce housing density bonus of ten dwelling units, which is in keeping with the surrounding residential density but will allow a building form of townhouses or multifamily units, while also providing for a transition in density from Institutional to the east and single family to the west with a 15-foot alley separator.

When applied to the southern 0.42-acres of the site, the proposed PR-MU Future Land use designation and CRT-1 zoning district with existing AC overlay will allow for mixed use residential development of 25 total dwelling units, or medical office expansion up to 45,738 square feet, which is in character with the predominant surrounding development that is also within the AC overlay, which includes this subject site and its surroundings with the intent to support neighboring St. Anthony's Hospital and the greater downtown area.

8. Whether the existing district boundaries are logically drawn in relation to existing conditions on the property proposed for change;

The existing district boundary of NT-2 applied to the norther 1.24-acres and NTM-1 applied to the southern 0.42-acres are logically drawn and will continue to be so with the proposed districts.

9. If the proposed amendment involves a change from residential to a nonresidential use or mixed use, whether more nonresidential land is needed in the proposed location to provide services or employment to residents of the City;

The current residential use will remain with the potential for limited office and/or retail uses on the southern 0.42-acres designated CRT-1.

10. Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or Coastal High Hazard Area as identified in the coastal management element of the Comprehensive Plan;

The subject property is not within the 100-year flood plain, hurricane evacuation level zone A or the Coastal High Hazard Area.

11. Other pertinent facts.

The Community Planning and Preservation Commission and City Council may bring up other pertinent information as necessary.

CONSISTENCY WITH THE COUNTYWIDE PLAN:

Proposed amendments to local future land use plans and land development regulations are required to be consistent with the Countywide Plan Map and the criteria and standards set forth in the Countywide Rules. The subject property's Countywide Plan Map designation of Activity Center (AC) is consistent with the proposed City land use designation of RM, therefore no amendment to the Countywide Map is required.

PUBLIC NOTICE and COMMENTS

Public Notice

The applicant has met the minimum notification requirements prescribed by City Code Chapter 16.

- December 29, 2022: Pursuant to City Code, the applicant sent a "Notice of Intent to File" to the Council of Neighborhood Associations ("CONA"), and the nearby neighborhood association of Historic Uptown.
- February 13, 2023: The City's Urban Planning and Historic Preservation Division ("Division") received an application for processing.
- February 21, 2023: An email notification and the submitted application was sent by the Division to CONA, and the nearby neighborhood association of Historic Uptown.
- March 24, 2023: Public notification signs were posted on the subject property. In addition to noticing the public hearing, and two (2) online links were included for accessing the information described above.
- March 24, 2023: Public notification letters were sent by direct mail to neighboring property owners
 within 300-linear feet of the subject property. Additional letters of notification were sent to CONA,
 FICO, and the nearby neighborhood associations of Historic Uptown Neighborhood Association. In
 addition to the standard information, this notification included both the CPPC and City Council public

hearing dates and times, web links to review the then-pending staff reports, and a link to the current planning projects webpage for more information.

Public Comments

To date, staff has received one public comment in support of the proposal.

PUBLIC HEARING PROCESS

The proposed ordinances associated with the Future Land Use Map and Official Zoning Map amendment require one (1) public hearing with the Community Planning & Preservation Commission (CPPC) and one (1) public hearing with City Council.

SUMMARY

The Staff analysis is to determine whether the proposed Amendments are consistent with the requirements of the Comprehensive Plan. Based on the analysis contained in this report, City staff agrees with the application narrative and finds that the proposed Future Land Use and Official Zoning Map amendments at the subject location are consistent with the Comprehensive Plan in the review of the Land Use, Utilities, Housing, and Transportation Elements.

RECOMMENDATION

Staff recommends that the Community Planning and Preservation Commission (CPPC), in its capacity as the Local Planning Agency, make a finding of consistency with the Comprehensive Plan and recommend to City Council **APPROVAL** of the Comprehensive Plan Future Land Use Map and Official Zoning Map amendments described herein.

REPORT PREPARED BY:

Britton Wilson	04.03.2023
Britton Wilson, AICP, Planner II	DATE
Urban Planning and Historic Preservation Division	
Planning & Development Services Department	

REPORT APPROVED BY:

Derek Kilborn, Manager

04.03.2023

DATE

Urban Planning and Historic Preservation Division Planning & Development Services Department

ATTACHMENTS

- 1. Subject Area Maps
- 2. Application
- 3. Public Comments



ATTACHMENT NO. 1 Application



OF ST. PETERSBURG

FUTURE LAND USE PLAN CHANGE REZONING

FEB 13 2023 Application No.

(To Be Assigned)

PLANNING & DEVELOPMENT SERVICES

All applications are to be filled out completely and correctly. The application shall be submitted to the City of St. Petersburg's Planning and Economic Development Department, located on the 8th floor of the Municipal Services Building, One Fourth Street

APPLICATION	GENE	Section of Section Control of Section (Section Control of Section Cont	to the production of the party	And the second of the second o
Date of Submittal: 10/1/	4/2022	A CAN A STATE OF THE STATE OF T	A A STATE OF THE PROPERTY OF T	
Street Address: 1400 7	th Ave N. 1402 7th Ave N: 1404 7th	Ave N: 636 14th St N: 6	34 14th Ct Nt C22 44th Oth	l; 610 14lh St N; 14th St N; 540 14th St N; 1401 5th Ave N
Parcel ID or Tract Nun	nber: 13-31-16-10062-000-0791;	13-31-16-10062-000-07	92: 13-31-16-10062-000-07	i; 610 14lh St N; 14th St N; 540 14th St N; 1401 5th Ave N 90; 13-31-16-10062-000-0780; 13-31-16-10062-000-0770; 49: 13-31-16-10082-000-0730; 13-31-16-10062-000-0880
Zoning Classification:	Presen	13-31-16-10062-000-07	50 13-31-16-10062-000-07	40 13-31:16-10082-000-0730: 13-31-16-10062-000-0770:
Future Land Use Plan	Category: Presen	Wages and the same of the same	Proposed:	CRT-1 and NSM-1 (see narrati
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Street Address: 2840 V	Vest Bay Drive		all Properties Group	LLC/ Fifth Avenue Properties Group LLC
City, State, Zip: Belleai	r Bluffs FL 33770	C 207	The comment of the contract of	
Telephone No: (727) 7	24-3900	The state of the s		The beautiful and the second of the second o
Email Address; davids	mith4343@rogers.com	anning infrigues to him to receive the property interesting the second	to continue and graph the of the state of the desired and the second of the state o	And an internal control of the second contro
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NAME of AGENT OR RI	EPRESENTATIVE	Katie Cole Es	o /Hill Word Hond	Specification of the second sp
Street Address: 600 Cle	veland St., Suite 800	1, 1,41,0 0010, 23	yan ili vvaru nenu	erson
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Telephone No: (727) 72	habi ha antanya katanya		Andrew Committee of the	
Email Address:	The second secon	Katie C	ole@hwhlaw.com	
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Future Land Use Plan amendment and / or rezoning requiring a change to the Countywide Map Future Land Use Plan amendment and / or rezoning NOT requiring a change to the Countywide Map Rezoning only

\$ 2,400.00

\$ 2,000.00

\$ 2,000.00

Cash or credit card or check made payable to the "City of St. Petersburg"

The UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with the application. Further, this application must be complete and accurate, before the public hearings can be advertised, with attached justification form completed and filed as part of this application.

Sin	nature:
UIS	Halule.

Must be signed by (s), or by an authorized agent with letter attached Date:

UPDATED 08-23-2012



FUTURE LAND USE PLAN CHANGE REZONING

NARRATIVE (PAGE 1 of 1)

NARRATIVE
PROPERTY INFORMATION:
Street Address:
Parcel ID or Tract Number:
Square Feet:
Acreage: Proposed Legal Description:
Proposed Legal Description.
Is there any existing contract for sale on the subject property:
If so, list names of all parties to the contract:
Is contract conditional or absolute:
Are there any options to purchase on the subject property:
Is so, list the names of all parties to option:
REQUEST:
The applicant is of the opinion that this request would be an appropriate land use and / or rezoning for the above described property, and conforms with the Relevant Considerations of the Zoning Ordinance for the following reasons:

Narrative Request

14th Street North at 7th Avenue

The applicant requests a land use map amendment as well as a zoning map amendment for property owned by Belleair Properties Group LLC and Fifth Avenue Properties Group LLC and generally located at 1400 7th Ave N; 1402 7th Ave N; 1404 7th Ave N; 636 14th St N; 634 14th St N; 622 14th St N; 610 14th St N; 14th St N; 540 14th St N; and 1401 5th Ave N ("the Property"). The applicant specifically requests:

- (1) Rezoning from NT-2 to NSM-1 for the northern 1.24 acres of land located at generallylocated at 1400 7th Ave N (Lot 79); 1402 7th Ave N (Lot 79); 1404 7th Ave N (Lot 79); 63614th St N (Lot 78); 634 14th St N (Lot 77); 622 14th St N (Lot 76); 610 14th St N (Lot 75);14th St N (Lot 74); and 540 14th St N (Lot 73); and 1401 5th Ave N (Lots 71-72); and
- (2) Rezoning from NT-2 to CRT-1 for the southern 0.42 acres of land generally located at 1401 5th Ave N (Lots 68-70); and
- (3) A future land use amendment from PR-R to RM for the northern 1.24 acres of landlocated at generally located at 1400 7th Ave N (Lot 79); 1402 7th Ave N (Lot 79); 1404 7thAve N (Lot 79); 636 14th St N (Lot 78); 634 14th St N (Lot 77); 622 14th St N (Lot 76); 61014th St N (Lot 75); 14th St N (Lot 74); and 540 14th St N (Lot 73); and 1401 5th Ave N (Lots71-72); and
- (4) A future land use amendment from PR-R to PR-MU for the southern 0.42 acres of land generally located at 1401 5th Ave N (Lots 68-70).

While there are no immediate plans for redevelopment, the trend of development and the intensity of nearby development, coupled with the future sale of the Property necessitates this change. Under an NSM-1 and CRT-1 zoning classification, the Property will allow a developer to purchase the land and develop residential properties with multifamily housing and a greater density that what is permitted today. Pursuant to conversations with staff, the applicant acknowledges that the City may require a development agreement to maximize the number of workforce housing units available on the Property.

This request meets the standard of review in the St. Petersburg Code §16.70.040.1.1(E) as provided for below.

1.C ompliance of the proposed use with the goals, objectives, polices and guidelines of the Comprehensive Plan.

The Proposal will encourage pedestrian and bicycle transportation as future development will permit greater density adjacent to the St. Anthony's Hospital that can be utilized by employees and staff on that campus in an area where there is otherwise limited multifamily housing. Moreover, rezoning the southern portion of the Property to a CRT classification will promote development of housing options with greater density, which will in turn relieve St. Petersburg's housing shortage. Overall, the Proposal will promote redevelopment that will protect and enrich the quality of life in the Historic Uptown Community and the City at large.

2. Whether the proposed amendment would adversely affect environmentally sensitive lands or properties which are documented as habitat for the listed species as defined by the conservation element of the Comprehensive Plan.

The Proposal will not adversely impact any environmentally sensitive lands. Moreover, the Property does not have any documented habitats for listed species.

3. Whether the proposed changes would alter the population density pattern and thereby adversely affect residential dwelling units or public schools.

The Proposal would increase the population density on the Property. Any proposed development that would follow this map amendment would likely include a workforce housing agreement, allowing the density in a CRT-1 zone to reach 68 dwelling units per acre and to 21 dwelling units per acre in the NSM-1 zone.

4. Impact of the proposed amendment upon the adopted level of service (LOS) for public services and facilities including, but not limited to: water, sewer, sanitation, recreation and stormwater management and impact on LOS standards for traffic and mass transit. The POD may require the applicant to prepare and present with the application whatever studies are necessary to determine what effects the amendment will have on the LOS.

The proposed increase in density will not trigger a negative impact on existing levels of service.

5. Appropriate and adequate land area sufficient for the use and reasonably anticipated operations and expansions.

The Property contains approximately 1.66 acres of land and encompasses an entire city block. This Proposal creates a transition from the Institutional use to the east and the Industrial and CRT-1 to the southwest facing the interstate as well as NSM-1 to the northwest blending into the Historic Uptown Neighborhood. While there is not a current contract to develop the property, the land will be sufficient for future residential development that will match the character of the surrounding area. As noted above a future development agreement would likely include workforce housing, so the proposed CRT zoning would provide ample space for the City to continue to address affordable housing needs.

6. The amount and availability of vacant land or land suitable for redevelopment for similar uses in the City or on contiguous properties.

At present, there is a shortage of available vacant and otherwise suitable land for redevelopment for residential and mixed uses in St. Petersburg. The Property is suitable for redevelopment for residential uses as there are currently some single family homes — all of which are in need of renovations and improvements. By allowing for a CRT-1 and NSM-1 rezoning classification, and the necessary future land use map amendment, the City will promote housing development that can address the City-wide shortage and contribute to relieving the housing affordability crisis.

7. Whether the proposed change is consistent with the established land use pattern of the areas in reasonable proximity.

A CRT-1 classification would be consistent with the pattern of land use surrounding the Property. This would reflect a continuation of the CRT-1 zoning to the west of the Property and allow for a more natural

transition to the Institutional Center ("IC") use to the East of the Property. Moreover, NSM-1 zoning in the north of the Property would provide a transition from the denser IC and CRT zoning districts to the substantially less dense NT-2 zoning district.

8. Whether the exiting district boundaries are logically drawn in relation to existing conditions on the property proposed for change.

The present boundaries and conditions of the property are not consistent with the intent of its present zoning, Neighborhood Traditional Single-Family-2 ("NT-2"), as stated in §16.20.010.3 of the code. As noted above, the Property borders IC use to its east and has CRT-1 zoning to its west. Thus, lower density zoning effectively interrupts the transition from a CRT-1 zone to an Institutional Center. Moreover, the present conditions do not reflect single family character found in the remainder of this NT-2 District. While there are some single-family homes, there are also duplexes, a vacant lot, a surface parking lot, and an office. Since the existing structures already deviate from the intent of the NT-2 district, it would benefit the districts surrounding the Property to allow to redevelopment and a more natural transition from CRT and NSM to IC.

9. If the proposed amendment involves a change from residential to a nonresidential use or a mixed use, whether more nonresidential land is needed in the proposed location to provide services or employment to residents of the City.

The primary intended use in CRT-1 and NSM-1 zoning is residential, just as it is in NT-2 zoning. However, CRT zoning does permit some limited mixed-use development that is in scale with the surrounding neighborhood. More non-residential land is not needed, rather more residential use at greater density is needed on the Property.

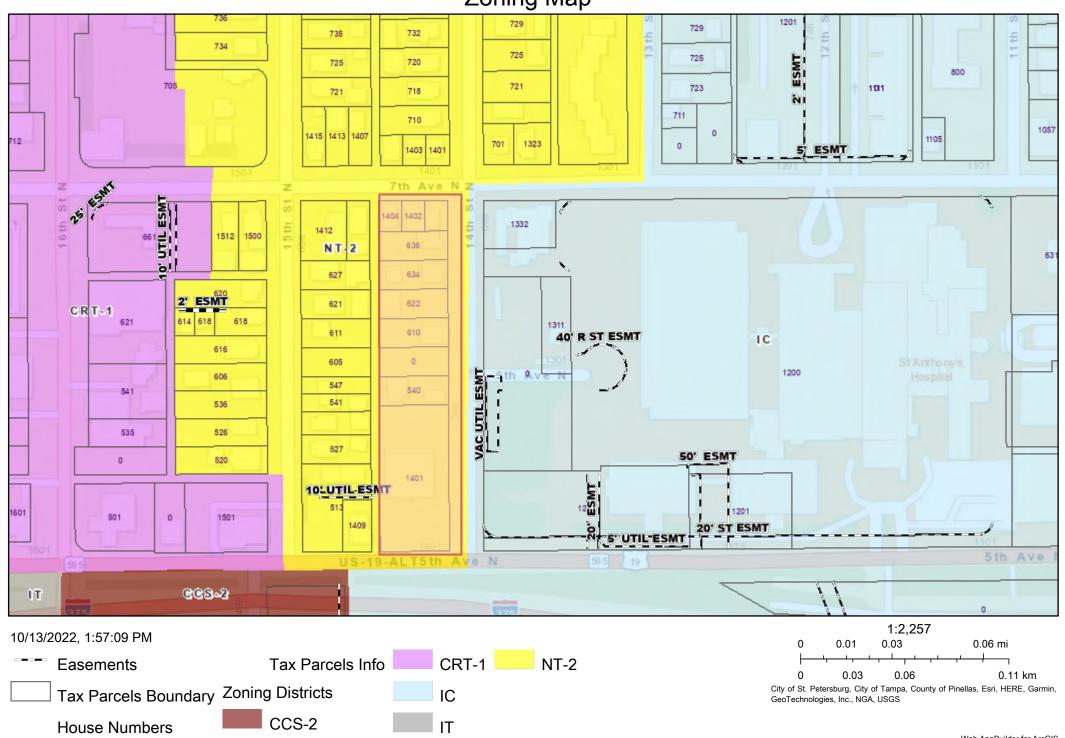
10. Whether the subject property is within the 100-year floodplain, hurricane evacuation level zone A or coastal high hazard areas as identified in the coastal management element of the Comprehensive Plan.

The Property is not located within the 100-year floodplain, any hurricane evacuation level zone, or a coastal high hazard area.

11. Other pertinent facts.

While the Proposal itself does not include any redevelopment of the Property, we have also confirmed that there are no local landmarks or potentially eligible properties on the Property.

Zoning Map



Future Land Use Map





Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
FIFTH AVENUE PROPERTIES GROUP LLC

Filing Information

Document Number L21000194377
FEI/EIN Number APPLIED FOR
Date Filed 05/04/2021
Effective Date 05/04/2021

State FL
Status ACTIVE

Principal Address

2840 W BAY DR UNIT 204 BELLEAIR BLUFFS, FL 33770

Mailing Address

2840 W BAY DR UNIT 204 BELLEAIR BLUFFS, FL 33770

Registered Agent Name & Address

SMITH, JOHN D 2840 W BAY DR UNIT 204 BELLEAIR BLUFFS, FL 33770

Authorized Person(s) Detail

Name & Address

Title MBR

SMITH, JOHN D 2840 W BAY DR UNIT 204 BELLEAIR BLUFFS, FL 33770

Title MBR

SMITH, MARK R 2840 W BAY DR UNIT 204 BELLEAIR BLUFFS, FL 33770 Annual Reports

Report Year Filed Date
2022 04/06/2022

Document Images

04/06/2022 -- ANNUAL REPORT View image in PDF format

05/04/2021 -- Florida Limited Liability View image in PDF format

Florida Department of State, Division of Corporations



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
BELLEAIR PROPERTIES GROUP LLC

Filing Information

 Document Number
 L17000094353

 FEI/EIN Number
 82-3971666

 Date Filed
 04/28/2017

 Effective Date
 04/27/2017

State FL

Status ACTIVE

Last Event LC NAME CHANGE

Event Date Filed 01/16/2018
Event Effective Date NONE

Principal Address

2840 WEST BAY DRIVE BELLEAIR BLUFFS, FL 33770

Mailing Address

2840 WEST BAY DRIVE BELLEAIR BLUFFS, FL 33770

Registered Agent Name & Address

Weylie, Philip A, Esq. 780 94TH AVE N STE 104

ST PETERSBURG, FL 33702

Name Changed: 04/07/2019

Address Changed: 04/29/2021

Authorized Person(s) Detail

Name & Address

Title MGR

SMITH, JOHN D

2840 WEST BAY DRIVE BELLEAIR BLUFFS, FL 33770

Title MGR

SMITH, BARBARA A 2840 WEST BAY DRIVE BELLEAIR BLUFFS, FL 33770

Title MGR

SMITH, MARK R 2840 WEST BAY DRIVE BELLEAIR BLUFFS, FL 33770

Title MGR

SMITH, JOHN D, JR. 2840 WEST BAY DRIVE BELLEAIR BLUFFS, FL 33770

Annual Reports

Report Year	Filed Date		
2020	02/05/2020		
2021	04/29/2021		
2022	03/14/2022		

Document Images

03/14/2022 ANNUAL REPORT	View image in PDF format
04/29/2021 ANNUAL REPORT	View image in PDF format
02/05/2020 ANNUAL REPORT	View image in PDF format
04/07/2019 ANNUAL REPORT	View image in PDF format
06/28/2018 ANNUAL REPORT	View image in PDF format
01/16/2018 LC Name Change	View image in PDF format
04/28/2017 Florida Limited Liability	View image in PDF format

BOUNDARY SURVEY

LOCATION MAP NOT TO SCALE



- GENERAL NOTES:

 -LEGAL DESCRIPTION USED TO PERFORM THIS SURVEY WAS SUPPLIED BY OTHERS.
 THIS SURVEY DOES NOT DETERMINE OR IS NOT TO IMPLY OWNERSHIP.
 -THIS SURVEY ONLY SHOWS ABOVE GROUND IMPROVEMENTS.
 UNDERGROUND UTILITIES, FOOTINGS, OR ENCROACHMENTS ARE NOT LOCATED ON
- THIS SURVEY MAP.

 -IF THERE IS A SEPTIC TANK, WELL OR DRAIN FIELD ON THIS SURVEY, THE LOCATION
 OF SUCH ITEMS WAS SHOWN TO US BY OTHERS AND THE INFORMATION WAS NOT
- VERIFIED.

 **EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECT THIS PROPERTY.

 **THE LANDS SHOWN HEREIN WERE NOT ABSTRACTED FOR EASEMENT OR OTHER RECORDED ENCLIMBRANCES NOT SHOWN ON THE PLAT.

- RECORDED ENCLMBRANCES NOT SHOWN ON THE PLAT.

 "WALL TIES ARE TO THE FACE OF THE WALL

 FENCE OWNERSHIP NOT DETERMINED.

 BEARINGS REFERENCED TO LINE NOTED AS B.R.

 DIMENSIONS SHOWN ARE PLATED AND MEASURED UNLESS OTHERWISE SHOWN.

 -NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTES HOWN.

 -NOT VALID UNLESS SEALED WITH THE SIGNING SURVEYOR'S EMBOSSED SEAL.

 -BOUNDARY SURVEY MEANS A DRAWING AND/OR GRAPHIC REPRESENTATION OF THE
 SURVEY WORK PERFORMED IN THE FIELD, COULD BE DRAWN AT A SHOWN SCALE

 AND/OR NOT TO SCALE.
- AND/OR NOT TO SCALE.
 ELEVATIONS IS SHOWN ARE BASED UPON N.G.V.D. 1929 UNLESS OTHERWISE NOTED.
 THIS IS A BOUNDARY SURVEY UNLESS OTHERWISE NOTED.
 THIS BOUNDARY SURVEY IS EXCLUSIVE FOR THE USE PARTIES TO WHOM IT IS
 CERTIFIED. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNINAMED PARTIES.
- THIS SURVEY SHALL NOT BE USED FOR CONSTRUCTION/PERMITTING PURPOSES
- WITHOUT WRITTEN CONSENT FROM THE LAND SURVEYOR WHO HAS SIGNED AND SEAL

PROPERTY ADDRESS:

1404, 1402 and 1400 7th Avenue N. AND 636, 634, 622, 610, 540 4th Street N. St. Petersburg, FLORIDA 33705

LEGAL DESCRIPTION:

to 173, Bon-Air, according to the map or plat thereof, as recorded in Plat Book 1, Page 4, of the Public Records of Pinellas County, Florida. AND Lot 74, Bon-Air, according to the map or plat thereof, as recorded in Plat Book 1, Page 4, of the Public Records of Pinellas County, Florida. AND Lots 75, 76 and 77, Bon-Air, according to the map or plat thereof, as recorded in Plat Book 1, Page 4, of the Public Records of Pinellas County, Florida. AND Lot 78, Bon-Air, according to the map or plat thereof, as recorded in Plat Book 1, Page 4, of the Public Records of Pinellas County, Florida. AND of Lot 78, Bon-Air, according to the map or plat thereof, as recorded in Plat Book 1, Page 4, of the Public Records of Pinellas County, Florida.

CERTIFIED TO:

103 5 104 1.02' (IN) LOT 78 LOT TOTAL RIGHT-OF-WAY (BY PLAT) 20' A SPHALT PAVEMENT PAVEMENT 24.30 105 LOT 77 STREET BRICK LOT 1.58'(IN) .76'(OUT) P.B.1-PG.74 | 106 (R) 353.00'(P) 60, LOT 76 Ä O .00'(P) 1.30 107 LOT 75 353. 101 6.73 108 LOT 74 LO_T VACANT LOT 2.00 60 5 LOT 120.00'(P) LOT 72 "BON-AIR" P.B.1-PG.74 SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT THIS "BOUNDARY SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. THIS COMPULES WITH THE MINIMUM TECHNICAL STAM, ARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPEY IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

7th AVENUE NORTH

60' TOTAL RIGHT-OF-WAY (BY PLAT) 120.00'(P)

LOT

ABBREVIATIONS AND LEGENDS:

CONCRETE CONC PROPERTY LINE CONCRETE
CALCULATED
DEED
EAST
FOUND IRON ROD
MEASURED
NORTH
SOUTH
WEST BOUNDARY LINE CENTER LINE CHAIN LINK FENCE WOOD FENCE WATER METER INSIDE OUTSIDE PLAT FOUND NAIL

o. 5101-STATE OF FLORIDA

FOR THE FIRE

P.S.M. NO. 5101-STATE OF FLORIDA

MIGUEL ESPRING

NOT VALID MITHOLT AN AUTHENTIC ELECTRONIC SHAPE VIEW AND AUTHENTICATED ELECTRONIC SEAL

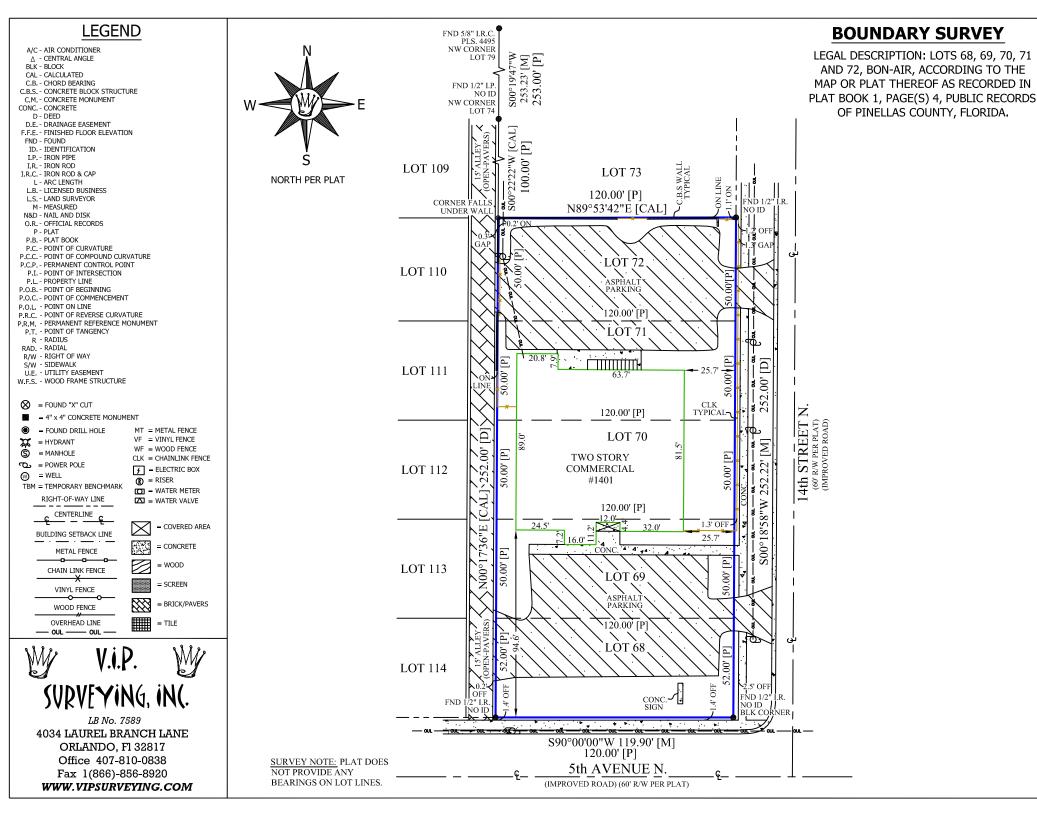
AND/OJ THIS MAY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A

LICENSE SURVEYOR AND MAYDER.

COMMUNITY NUMBER: 125148 PANEL NUMBER: 0219 DATE OF FIRM: 09/03/2003 SHEET SUFFIX: H FLOOD ZONE: X BASE FLOOD ELEVATION: N/A SCALE: 1"=40" DRAWN BY: L.T. DATE: 04/28/2022 REVISED: M.E. JOB No.B-112540

M.E. LAND SURVEYING, INC.

10665 S.W. 190th STREET - SUITE 3110 MIAMI, FLORIDA 33157 PHONE: (305) 740-3319 FAX: (305) 669-3190 LICENSED BUSINESS #7989 www.melandservices.com



CERTIFICATIONS

Fifth Avenue Properties Group, LLC.;
Palmer, Palmer and Mangiero;
Old Republic National Title Insurance Company;
Osprey Capital Income Fund, LLC.

PROPERTY ADDRESS:

1401 5th Avenue N. St. Petersburg, Fl., 33705

FLOOD ZONE INFORM	/ATION:			CLIDVEV
COMMUNITY NO:	F.I.R.M. DATE:			<u>SURVEY</u>
125148 PANEL: 0019	09/03/2 SUFFIX: G	2003 FLOOD ZONE: X		V2034
FIELD DATE:	SURVEYED BY:	DRAFTED BY:	CHE	ECKED BY:
06/16/2021	MSF	NM	М	C

SURVEY NOTES:

BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF LOT 68 BEING ASSUMED S90°00'00"W

SCALE: 1"=50'

NOTES:

- 1) This survey is based on the legal description as provided by the Client.
- The lands surveyed were not abstracted for ownership, easements, right-of-way or other title matters by this firm.
- 3) Do not reconstruct property lines from building ties.
- 4) No footing or overhangs have been located except as shown.
- 5) Underground improvements or utilities have not been located except as shown.
- 6) The flood data provided is for informational purposes only; the surveyor makes no guarantees as to the accuracy of the information provided.
- 7) This survey does not address the identification or location of jurisdictional wetlands or sovereign lands, if any, that may lie within or adjacent to the lands surveyed.
- 8) Fence ownership is not determined.
- Survey is intended for mortgage or financing purposes only and not to be used for Construction, permitting, design or any other use.

Certification: I certify that this survey was made under my direction and that it meets the standards of practice set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5117, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Signature and raised seal

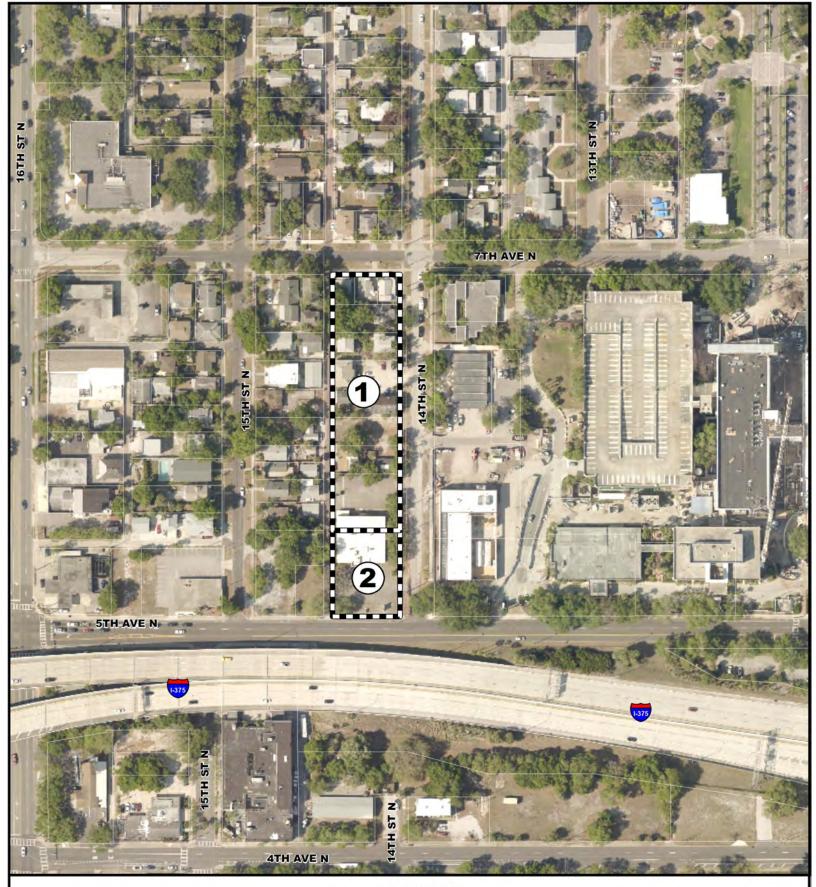


Electronic Seal: 14015THAVENUE847065922021FA18 Miguel A. Cortes License No. LS 5820 Florida Professional Surveyor and Mapper

SURVEY NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND ELECTRONIC SEAL AND/OR NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSEE SURVEYOR AND MAPPER.



ATTACHMENT NO. 2 Map Series



AERIAL

CITY FILE

FLUM-66

SCALE: 1 " = 170 '

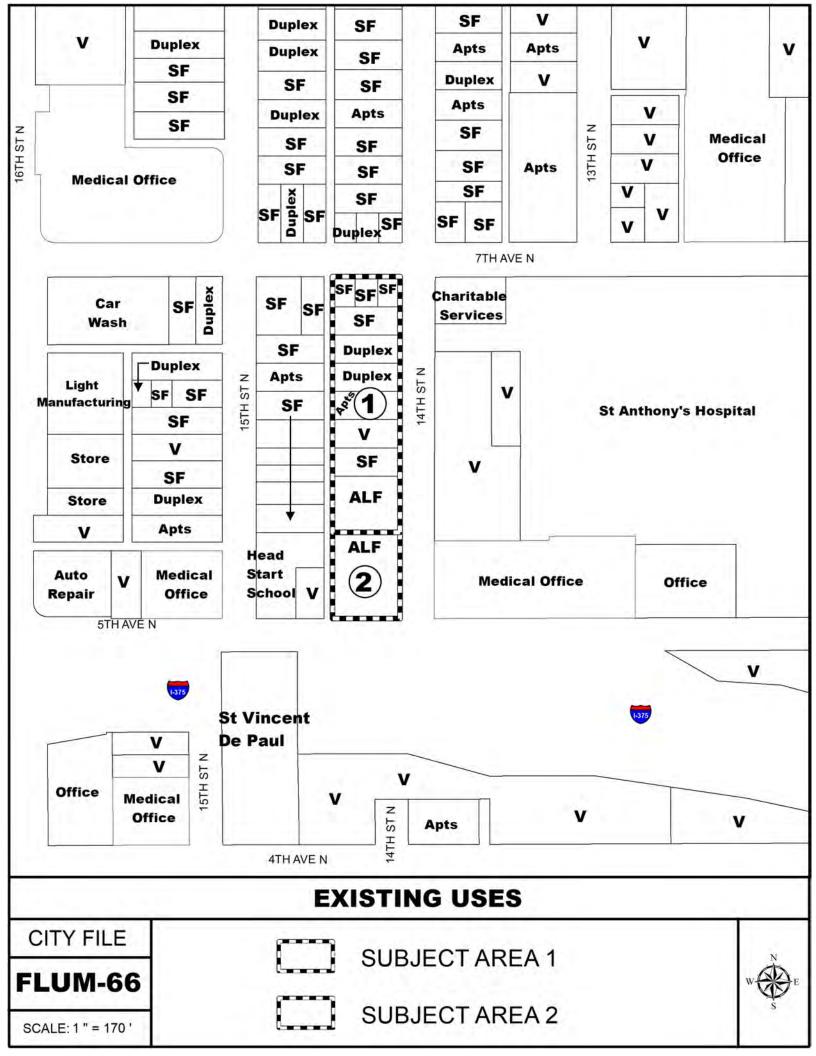


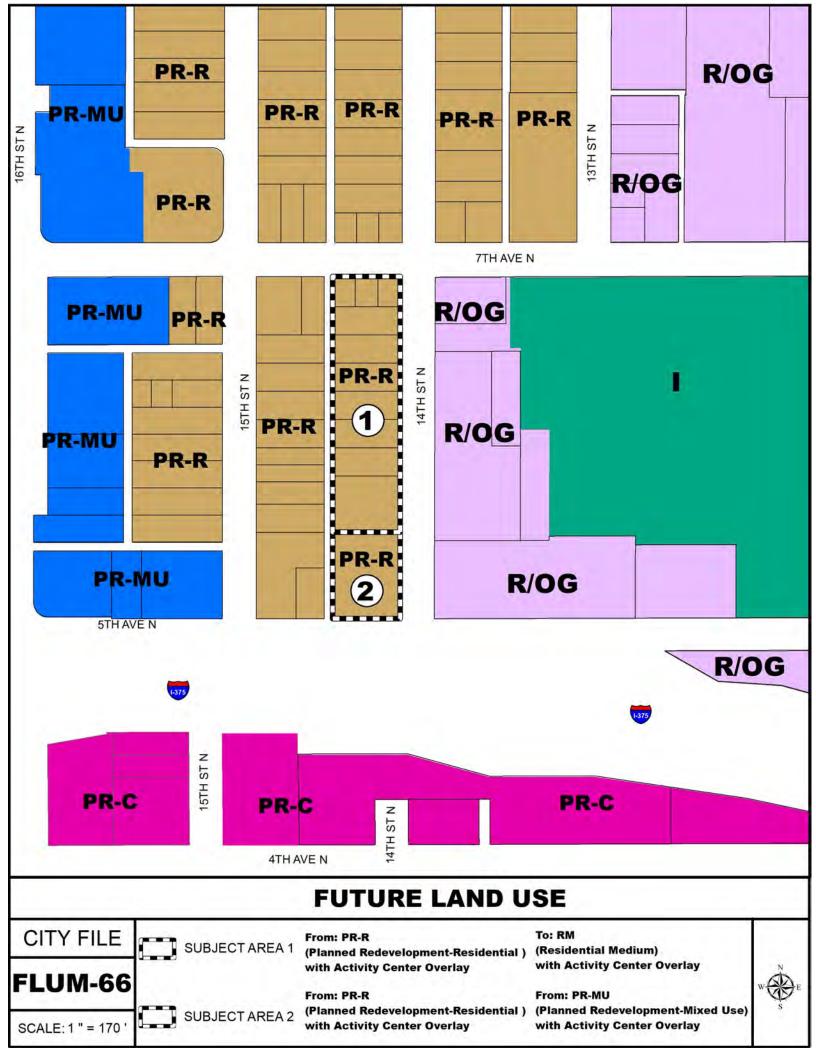
SUBJECT AREA 1

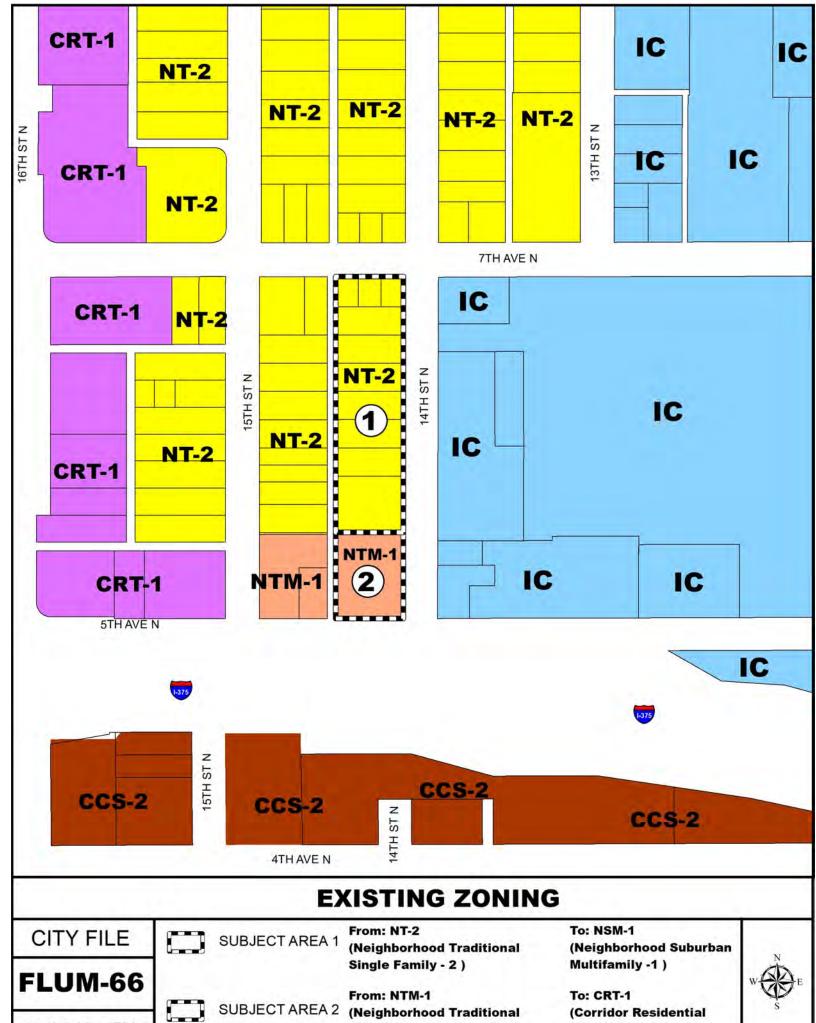


SUBJECT AREA 2









Mixed-Residential - 1)

Traditional -1)

SCALE: 1 " = 170 '



ATTACHMENT NO. 3 Public Comments

 From:
 Felix Fudge

 To:
 Britton N. Wilson

 Subject:
 Application - FLUM-66

Date: Tuesday, March 28, 2023 11:27:59 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Happy Monday. I am in total support of this application. I believe this area warrants increased density and should have included all of the area from 7th Avenue to 5th Avenue and from 14th Street to 16th Street. Meaning, the areas bordered by I 375 to the South, the 1,000,000 sq. Ft. mol St. Anthony's Campus to the East, the 5 lane 16th Street to the West and 7th Avenue to the North. I appreciate this application was a "Private" initiated zoning application versus a City initiated application.

Britton, what density, height restriction and FAR will this new zoning allow?

The above area warrants a much higher density (of residential units per acre), a higher height restriction and a substantial increase to FAR. I would feel differently if there was not almost a million square feet of medical with a much higher height which is also one of the largest employers in the bay area with major roads bordering the South and West.

I would note, that in addition to our building at 1501 5th Avenue North, we also have our office building at the below address which is two blocks from the area to be rezoned. Both of our LLC's fully support this zoning change.

Felix Fudge
Bridgeport South Realty Advisors, Inc.
650 16th Street North

St. Petersburg, FL 33705 Phone: 727-894-1717

Cell: <u>727-458-7171</u> FFudge@BSRA.net



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

Council Chambers, City Hall 175 – 5th Street North St. Petersburg, Florida 33701 April 11, 2023 Tuesday 2:00 P.M.

MINUTES

Present: Lisa Wannemacher, Chair

Robert "Bob" Jeffrey, Vice-Chair

Ashley Marbet Manita Moultrie

Will Michaels, Alternate Michael Huston, Alternate

Commissioners Absent: Cassie Gardner

Joseph Magnello, Alternate

Staff Present: Derek Kilborn, Manager, Urban Planning & Historic Preservation

Britton, Wilson, Planner II

Kelly Perkins, Historic Preservationist II Heather Judd, Assistant City Attorney Michael Dema, Assistant City Attorney

Katherine Connell, Clerk, Planning & Development Svcs.

Iris Winn, Clerk, 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 3/14/2023 Minutes)

The minutes from the March 14, 2023, meeting were approved unanimously

V. PUBLIC COMMENTS

VI. LEGISLATIVE

VII. QUASI-JUDICIAL HEARING

1. City File FLUM-66

Britton Wilson (727) 551-3542

Request:

Private-initiated application requesting Future Land Use Map amendments from Planned Redevelopment – Residential (PR-R) to Planned Redevelopment – Mixed Use (PR-MU) and Residential Medium (RM) and concurrent amendments to the Official Zoning Map from Neighborhood Traditional Mixed Residential - 1 (NTM-1) to Corridor Residential Traditional -1 (CRT-1) and Neighborhood Traditional - 2 (NT-2) to Neighborhood Suburban Multifamily – 1 (NSM-1) for a 1.66-acre site.

City Staff Presentation (2:23):

Britton Wilson gave a presentation based on the Staff Report.

Applicant/Agenda Presentation:

Katie Cole, Esq., gave a presentation on behalf of the Applicant, John D. Smith, on behalf of Belleair Properties Group, LLC and Fifth Avenue Properties Group, LLC., in support of the proposed amendments.

Public Comment:

Joshua Miller, 1403 7th Avenue North, spoke in opposition to the proposed amendments.

Cross Examination:

City Staff and Applicant waived.

Rebuttal/Closing Remarks (2:57):

Katie Cole: I have a couple of clarifications. I apologize, we were looking to try find the deeds for you, they unfortunately were not in my binder. I did want to speak to the building height, the neighborhood NTM building height is a 36-feet. The primary building height for NSM is also 36-feet. It would only get to 48-feet in the event that workforce housing units are included. I just wanted to make that clarification. Otherwise, I think that with the evidence in the Staff Report and in the application as it was presented, the application meets your criteria in the Code and allows for the future review in the event there is an application forthcoming for site plan review that could address some of these other issues. Based on the matter that is before you today, from the zoning and land use change, we would respectfully request your approval. Thank you.

Executive Session (2:58):

Commissioner Wannemacher: Thank you. We will go ahead and move into Executive Session. Do any Commissioners have any comments, questions, or concerns?

Commissioner Huston: Since I mentioned it earlier, I thought I'd seen in the Zoning Code before that there were some basic design standards, so I'm glad to see that they are in there, that kind of will ease my concerns. Given the configuration of the lots, it would probably be difficult to get up to four stories anyway because you are going to be limited in parking and there is not enough room for a garage, probably. Personally, I'm comfortable based on the criteria on moving forward with it.

Commissioner Jeffrey: I do have one comment. When the uptown plan was done back in 1991 and 1992, this area really struggled from the standpoint of the hospital was trying to expand, the interstate had gone in in the '70's. It's always appeared to me as a sort of a hodgepodge of locations. A lot of those apartment buildings were owned by a notorious slumlord at the time who didn't do much to really improve the property, and, in many ways, I think that as we go through the City, we need to start looking a little more long-term about where density is increasing, where things are done and this seems like a way of starting to...and I hate the word 'cleanup', but to organize, better organize an area of our City that could use some organization.

Commissioner Wannemacher: This property's adjacency to the hospital, I could potentially foresee some really wonderful workforce housing happening here, depending on who potentially who buys this piece of property. And, really being very beneficial to cleaning up the neighborhood a bit. But, the hospital is not going anywhere. The hospital has been putting a lot of money into upgrades and renovations, it makes sense, in my opinion, to rezone this property and increase the density.

Any other comments? Okay, I'll take a motion

Michael Dema: Chair, if I may? There is a member of the public that has a green card.

Commissioner Wannemacher: Oh. Okay. I should have said is there anybody else that would like to...

Michael Dema: Even though the public hearing has closed, we generally open to anybody speaking, so long as a decision has not been made on an item yet.

Commissioner Wannemacher: It has not. Sorry for not acknowledging you earlier. Our next speaker is Laurel Martin.

Public Comment (3:01):

Laurel Martin, 622 ½ 14th Street North, spoke regarding concerns of the proposed amendments.

Executive Session (3:02):

Commissioner Wannemacher: Thank you very much. In light of the last comment, is there any additional commentary from the Commission?

Commissioner Michaels: Could the Staff or Legal remind us of what the notice requirements are for vacating property, given the concern we just heard?

Michael Dema: Right. A couple of years ago, we did adopt in our Land Development Regulations the Tenant Notice of Intent to Develop provision, which says, "projects subject to a planning and zoning decision which involve demolition and four (4) or more occupied dwelling units at time of the application shall have 90 days written notice, prior to issuance of building permits." This zoning decision does not have a demolition tied to it, it would normally be with something like a site plan or even a variance or something like that that came with redevelopment. In this case, the notice that has been provided appears to be compliant with what the Code requires for a rezoning and should there be a demolition permit coming in, that is when that may implicate the 90-day written notice.

Commissioner Michaels: I seem to recall, maybe it is a matter of dates, when the Stanton apartment complex was demolished, there was only a 30-day notice to the residents. Am I not recalling that correctly?

Michael Dema: Well, that was a potentially eligible listing and I know that in that case, there was certainly 30-days required there. I don't know if that triggered the 90-days.

Commissioner Michaels: Okay. Thank you.

Commissioner Wannemacher: May I have a motion for this agenda item?

Motion: Commissioner Jeffrey moved to find the application consistent with the Comprehensive Plan and recommend to City Council to change the Future Land Use and Zoning based on the Staff Report.

Commissioner Wannemacher: Thank you. Is there a second?

Commissioner Huston, Second. (3:06)

Commissioner Wannemacher: Anymore discussion? Roll call, please.

YES – 4 – Wannemacher, Jeffrey, Marbet, Huston. NO – 2 – Moultrie, Michaels.

Commissioner Wannemacher: Thank you very much. I believe there would be time and there would be sufficient information provided for each of the tenants who are currently occupying the homes.

Britton Wilson: To clarify, it would only be applicable to the units of four (4) or more, so if they are in a duplex or triplex, they will not get the 90-day notice.

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with SP Plus Corporation, for shuttle bus services, for the Municipal Pier District, at an estimated annual cost of \$950,000 per year, for a total contract amount of \$1,963,000.

Please scroll down to view the backup material.



To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with SP Plus Corporation, for shuttle bus services, for the Municipal Pier District, at an estimated annual cost of \$950,000 per year, for a total contract amount of \$1,963,000.

Explanation: On May 19, 2022, City Council approved a one-year blanket purchase agreement for shuttle bus services through May 31, 2023. The agreement has two, one-year renewal options. This is the first renewal option.

The supplier provides all labor, materials, and equipment for transportation and parking management services. This includes providing staffing to drive the trams and manage the parking lots. The supplier has successfully provided transportation and parking management services for the Pier since it's opening in 2020 and the City desires to have SP Plus Corporation continue providing such services 365 days per year.

The Procurement and Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends for renewal:

SP Plus Corporation (Chicago, IL)\$950,000

Original agreement amount 1st Renewal 950,000
Total agreement amount \$1,013,000
950,000
\$1,963,000

SP Plus Corporation has agreed to renew under the same terms and conditions of the agreement. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. This renewal will be effective through May 31, 2024.

Cost/Funding/Assessment Information: Funds have been appropriated in the Pier Operating Fund (1203), Enterprise Facilities Department, Pier Advertising and Promotions Division (282.2861).

Attachments: Resolution

RESOLUTION NO. 2023-

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENT WITH SP PLUS CORPORATION TRANSPORTATION AND PARKING MANAGEMENT **SERVICES** FOR THE MUNICIPAL PIER DISTRICT TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT BY \$950,000 FOR THE RENEWAL TERM THROUGH MAY 31, 2024; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT **EXCEED** \$1,963,000; AUTHORIZING THE **MAYOR** OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS **EFFECTUATE NECESSARY** TO **THIS** TRANSACTION; AND **PROVIDING** AN EFFECTIVE DATE.

WHEREAS, on May 19, 2022, City Council approved the award of a one-year blanket purchase agreement with two, one-year renewal options with SP Plus Corporation for transportation and parking management services for the Municipal Pier District at a total contract amount not to exceed \$1,013,000 for the initial term; and

WHEREAS, Administration desires to exercise the first renewal option to extend the term and an increase the contract amount by \$950,000 for the renewal term through May 31, 2024; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first renewal option to the agreement with SP Plus Corporation for transportation and parking management services for the Municipal Pier District to extend the term and increase the contract amount by \$950,000 for the renewal term through May 31, 2024 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$1,963,000.

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.

LEGAL:

Sharen Michaericy

DEPARTMENT:

]					
st.petersburg www.stpete.org	Gene	etersburg Authoriza ral Authori	•		212658	
Name:	Pocengal, Nicholas W	Request Date:	28-APR-2023	Status:	APPROVED	

	Authorization Request				
Subject: Shuttle Bus, Pier, May 18 Council					
Message:	Submitted for your approval, please find attached Consent Write-up for Shuttle Bus, Pier, scheduled to go before City Council on May 18, 2023. 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	Туре
0	Pocengal, Nicholas W		SUBMITTED	28-APR-2023	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	28-APR-2023	User Defined
2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	01-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with Blue Crew Services, Inc., for cleaning and maintenance services, for the Municipal Pier District, at an estimated annual cost of \$878,000 per year, for a total contract amount of \$1,756,000. Please scroll down to view the backup material.



To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with Blue Crew Services, Inc., for cleaning and maintenance services, for the Municipal Pier District, at an estimated annual cost of \$878,000 per year, for a total contract amount of \$1,756,000.

Explanation: On May 19, 2022, City Council approved a one-year blanket purchase agreement for cleaning and maintenance services through May 31, 2023. The agreement has two, one-year renewal options. This is the first renewal option.

The supplier provides all labor, materials, and equipment for nearly 3,000 hours of service on a monthly basis to handle daily cleaning responsibilities including the interior of Pier Operations office, exterior common areas of grounds, interior common areas of Pier Head building, and all common area restrooms. They also provide consumables, such as restroom paper, trash liners, etc.

The Procurement and Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends for renewal:

Blue Crew Services, Inc. (Tampa, FL)\$878,000

Original agreement amount 1st Renewal 878,000
Total agreement amount \$1,756,000

Blue Crew Services, Inc. has agreed to renew under the same terms and conditions of the agreement. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. This renewal will be effective through May 31, 2024.

Cost/Funding/Assessment Information: Funds have been appropriated in the Pier Operating Fund (1203), Enterprise Facilities Department, Pier Advertising and Promotions Division (282.2861).

Attachments: Resolution

RESOLUTION NO. 2023-____

A RESOLUTION APPROVING THE FIRST RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH BLUE CREW SERVICES, INC. FOR CLEANING AND MAINTENANCE SERVICES FOR THE MUNICIPAL PIER DISTRICT TO EXTEND THE TERM UNTIL MAY 31, 2024 AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$878,000 FOR THIS RENEWAL TERM; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$1,756,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE **THIS** TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2022, City Council approved a one-year blanket purchase agreement with two one-year renewal options to Blue Crew Services, Inc. for cleaning and maintenance services for the Municipal Pier District for a total contract amount of \$878,000 for the initial term through May 31, 2023; and

WHEREAS, the City desires to exercise the first renewal option to extend the term through May 31, 2024, and increase the contract amount in the amount of \$878,000 for this renewal term; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the renewal option to the blanket purchase agreement with Blue Crew Services, Inc. for cleaning and maintenance services for the Municipal Pier District to extend the term through May 31, 2024 and increase the contract amount in the amount of \$878,000 for this renewal term is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$1,756,000.

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.

LEGAL:

DEPARTMENT:

					Request #
st.petersburg www.stpete.org	City of St. Petersburg Authorization Request General Authorization w.stpete.org		212650		
Name:	Pocengal, Nicholas W	Request Date:	28-APR-2023	Status:	APPROVED

	Authorization Request				
Subject:	Cleaning & Maintenance, Pier, May 18 Council				
Message:	Submitted for your approval, please find attached Consent Write-up for Cleaning & Maintenance, Pier, scheduled to go before City Council on May 18, 2023. 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	Туре
0	Pocengal, Nicholas W		SUBMITTED	28-APR-2023	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	28-APR-2023	User Defined
2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	01-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with Covenant Security Solutions LLC, for security services, for the Municipal Pier District, at an estimated annual cost of \$650,000 per year, for a total contract amount of \$1,300,000. Please scroll down to view the backup material.



To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving the renewal of a one-year blanket purchase agreement and an increase in allocation with Covenant Security Solutions LLC, for security services, for the Municipal Pier District, at an estimated annual cost of \$650,000 per year, for a total contract amount of \$1,300,000.

Explanation: On May 19, 2022, City Council approved a one-year blanket purchase agreement for security services through May 31, 2023. The agreement has two, one-year renewal options. This is the first renewal option.

The supplier provides all labor, materials, and equipment for uniformed security officers to patrol the common area and service corridors within the Pier District 24 hours per day, 365 days per year. The supplier has successfully provided security services for the Pier since July 30, 2021, and the City desires to renew with Covenant Security Solutions LLC. Effective with FY23 there was an Amendment executed to provide a consumer price index (CPI) increase of 5.04% CPI. This will not exceed the Maximum Annual Price of \$650,000 per the original agreement amount. Additional funding is not needed.

The Procurement and Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends for renewal:

Covenant Security Solutions LLC (St. Petersburg, FL)\$650,000

Original agreement amount 1st Renewal 650,000
Total agreement amount \$1,300,000

Covenant Security Solutions LLC has agreed to renew with a CPI increase of 6.15% effective with FY24. This will not exceed the Maximum Annual Price of \$650,000 and additional funding is not needed. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. This renewal will be effective through May 31, 2024.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Pier Operating Fund (1203), Enterprise Facilities Department, Pier Advertising and Promotions Division (282.2861).

Attachments: Resolution

RESOLUTION NO. 2023-

A RESOLUTION APPROVING THE FIRST ONE-YEAR RENEWAL OPTION TO THE AGREEMENT WITH COVENANT SECURITY SOLUTIONS LLC FOR SECURITY SERVICES FOR THE MUNICIPAL PIER DISTRICT TO EXTEND THE TERM AND INCREASE THE CONTRACT AMOUNT BY \$650,000 FOR THIS RENEWAL TERM THROUGH MAY 31, 2024; PROVIDING THAT THE TOTAL CONTRACT AMOUNT FOR THE AGREEMENT SHALL NOT EXCEED \$1,300,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2022, City Council approved the award of a one-year blanket purchase agreement with two, one-year renewal options to Covenant Security Solutions LLC for security services for the Municipal Pier District at a total contract amount not to exceed \$650,000 for the initial term; and

WHEREAS, the City and Covenant Security Solutions LLC entered into a first amendment to the agreement on January 27, 2023 to increase the pricing to reflect a 5.04 % CPI adjustment retroactive to October 1, 2022 with no adjustment to the not-to-exceed amount; and

WHEREAS, Administration desires to enter into a second amendment to the agreement to exercise the first renewal option to extend the term for one year, increase the contract amount by \$650,000 for the renewal term through May 31, 2024, and increase the pricing to reflect a 6.15 % CPI effective October 1, 2023; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Enterprise Facilities Department, recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the first one-year renewal option to the agreement with Covenant Security Solutions LLC for security services for the Municipal Pier District to extend the term and increase the contract amount by \$650,000 for the renewal term through May 31, 2024 is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$1,300,000.

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.

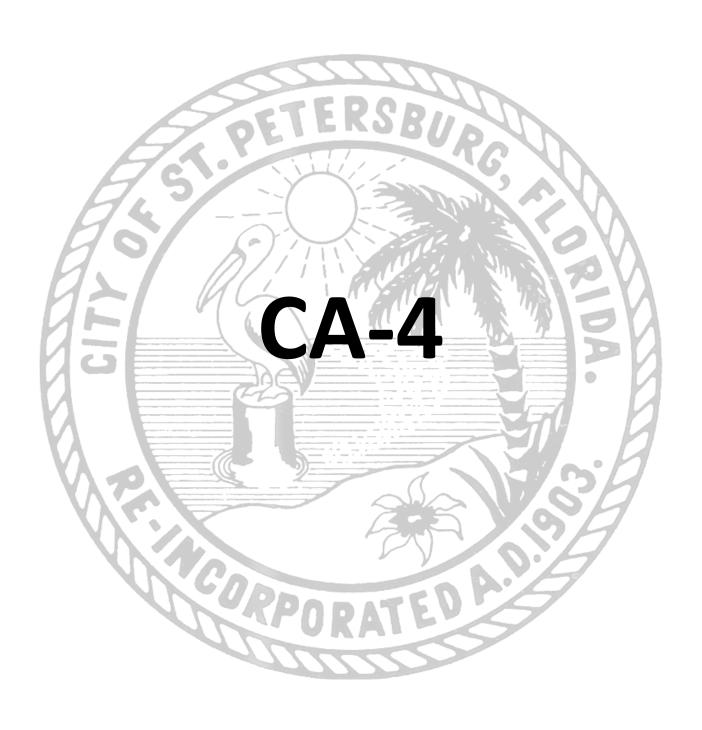
					Request #
st.petersburg www.stpete.org	City of St. Petersburg Authorization Request General Authorization w.stpete.org			212661	
Name:	Pocengal, Nicholas W	Request Date:	28-APR-2023	Status:	APPROVED

	Authorization Request				
Subject:	Security, Pier, May 18 Council				
Message:	Submitted for your approval, please find attached Consent Write-up for Security, Pier, scheduled to go before City Council on May 18, 2023. 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	Туре
0	Pocengal, Nicholas W		SUBMITTED	28-APR-2023	
1	Wahl, Margaret Brown	Wahl, Margaret Brown	APPROVE	28-APR-2023	User Defined
2	Corbett, James Anthony	Corbett, James Anthony	APPROVE	01-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a one-year blanket purchase agreement with Bank of America, N.A. for merchant credit card merchant processing and related services, including Automated Clearing House ("ACH") transaction processing and account verification, and requesting a waiver of Procurement Code Section 2-209(b) pursuant to Procurement Code 2-222, to effectuate a one-year agreement at an estimated annual cost of \$1,000,000.

Please scroll down to view the backup material.



To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving a one-year blanket purchase agreement with Bank of America, N.A. for merchant credit card merchant processing and related services, including Automated Clearing House ("ACH") transaction processing and account verification, and requesting a waiver of Procurement Code Section 2-209(b) pursuant to Procurement Code 2-222, to effectuate a one-year agreement at an estimated annual cost of \$1,000,000.

Explanation: This City currently uses Bank of America, N.A. through the State of Florida, Department of Financial Services Contract No. TR175 which is due to expire on June 11, 2023. This request includes a Waiver of the Procurement Code Section 2-209(b) allowing the vendor to continue providing point of sale terminals to process credit and debit card transactions such as payment of utility bills, building permits, business licenses, golf courses and marina store purchases, library payments as well as the ParkMobile downtown parking meters (Pay-by-Cell) program and payments of utility bills through the Billing & Collections Utility Interactive Voice Response (IVR) system.

Revenues from these transactions are credited to the city's general depository accounts. Gross sales revenue received on an annual basis is approximately \$35,000,000. Services are provided via transactions fees that are invoiced on a monthly basis at \$.03 per transaction plus the standard interchange pass through fees charges by Visa, Mastercard, Discover and American Express.

The expenditure breakdown is an estimate and the actual payment to Bank of America, N.A. will vary based upon the number of credit/debit card and E-Check transactions made by the City's customers. The vendor submits monthly invoices for all transactions and debits the City's ACH bank account to cover their fees.

The Procurement and Supply Management Department, in cooperation with the Billing and Collections Department, recommends:

The agreement will be effective through June 11, 2024 with one, one-year renewal option available. A blanket purchase agreement will be issued and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Billing and Collections Fund (5201), Billing and Collections Department, City Collections Division (350-1989), Utility Cashiers Division (350-1997), and Business Tax Division (350-2013); Building Permit Special Revenue Fund (1151), Planning and Development Services Department, Administration Division (370-1537), Constructions Services and Permits Division (370-1553); Golf Course Operating Fund (4061), Golf Courses Department, Mangrove Bay Business Division (630-2477), Cypress Links Business Division (630-2493) and Twin Brooks Business Division (630-2497); General Fund (0001), Police Department, Fiscal Support Division (140-1389); Parking Revenue Fund (1021), Transportation and Parking Management Department, Parking Enforcement Division (281-1957), Parking Citation Payment Office Division (281-1961), Al Lang

Merchant Credit Card Processing & Related Services May 18, 2023 Page 2

Parking Lot Division (281-2873), Pier Parking Division (281-2889), and Southcore Garage Division (281-2893); Marina Operating Fund (4041), Enterprise Facilities Department, Marina Division (282-1885).

Attachments: Resolution

RESOLUTION NO. 2023-

A RESOLUTION WAIVING SECTION 2-209 OF THE ST. **PETERSBURG** CITY CODE TO ALLOW **CITY** ADMINISTRATION TO EXECUTE AN AGREEMENT WITH BANK OF AMERICA, N.A. FOR MERCHANT CREDIT CARD PROCESSING AND RELATED SERVICES WITHOUT USING THE COMPETITIVE SEALED PROPOSALS/COMPETITIVE NEGOTIATIONS METHOD; APPROVING THE AWARD OF Α ONE-YEAR AGREEMENT WITH A ONE-YEAR RENEWAL OPTION TO BANK OF AMERICA, N.A. FOR MERCHANT CREDIT CARD PROCESSING AND RELATED SERVICES AT AN \$1,000,000; **ESTIMATED** ANNUAL COST **OF** AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS **NECESSARY** TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently utilizes State of Florida, Department of Financial Services Contract No. TR175 ("State Contract") to purchase merchant credit card processing and related services from Bank of America, N.A.; and

WHEREAS, the State Contract will expire on June 11, 2023, and City Administration desires for Bank of America, N.A. to continue providing merchant credit card processing and related services to the City, including providing point of sale terminals to process credit and debit transactions at various locations throughout the City; and

WHEREAS, St. Petersburg City Code ("City Code") section 2-209 sets forth the requirements for entering into contracts using the competitive sealed proposals/competitive negotiations method; and

WHEREAS, Section 2-222 of the City Code provides that City Council may waive any provision of the City's Procurement Code by a resolution receiving at least five (5) affirmative votes; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Billing and Collections Department, is requesting a waiver of section 2-209 of the City Code to allow City Administration to execute a one-year agreement with a one-year renewal option with Bank of America, N.A. without using the competitive sealed proposals/competitive negotiations method; and

WHEREAS, Bank of America, N.A. will charge the City the same fixed transaction fee of \$.03 per transaction that it has charged in previous years under the State Contract plus

standard interchange passthrough fees set by Visa, Mastercard, Discover and American Express; and

WHEREAS, annual gross sales revenues from these credit card transactions are anticipated to be approximately \$35,000,000, which are credited to the City's general depository accounts; and

WHEREAS, City Administration recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that Section 2-209 of the St. Petersburg City Code is hereby waived to allow City Administration to execute an agreement with Bank of America, N.A. to provide merchant credit card processing and related services without using the competitive sealed proposals/competitive negotiation process.

BE IT FURTHER RESOLVED that the award of a one-year agreement with a one-year renewal option to Bank of America, N.A. to provide merchant credit card processing and related services at an estimated annual cost of \$1,000,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

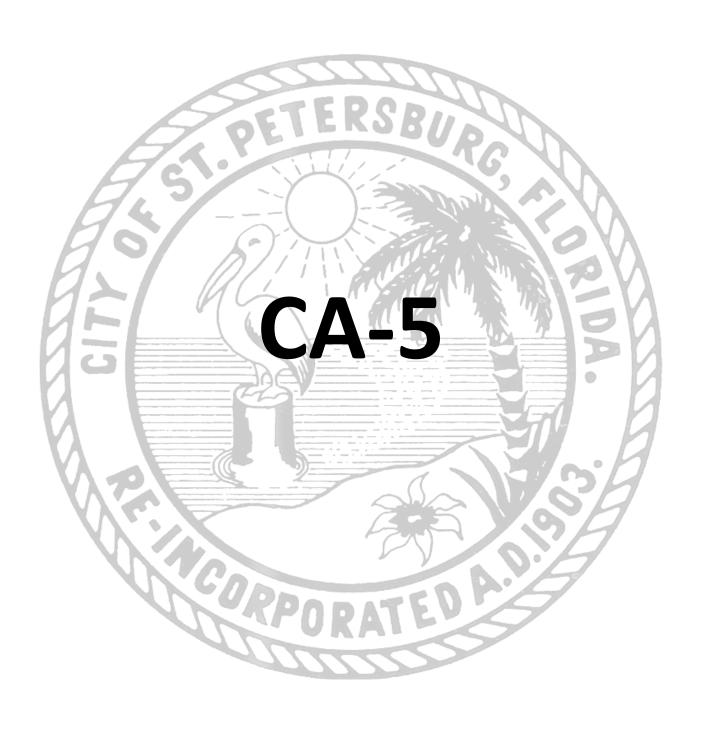
2

					Request #
st.petersburg www.stpete.org	City of St. Petersburg Authorization Request St.petersburg www.stpete.org		213279		
Name:	Pocengal, Nicholas W	Request Date:	02-MAY-2023	Status:	APPROVED

	Authorization Request				
Subject: Software Maint Payment Processing, 5/18 Council					
Message:	Submitted for your approval, please find attached Consent Write-up for Software Maintenance, Payment Processing, scheduled to go before City Council on May 18, 2023. 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	Туре
0	Pocengal, Nicholas W		SUBMITTED	02-MAY-2023	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	03-MAY-2023	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	04-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a contract with Ric-Man Construction Florida, Inc. for progressive design build services for the Downtown Watermain Replacement Program; authorizing the Mayor, or his designee, to execute an agreement with Ric-Man Construction Florida, Inc. for pre-construction services in the amount of \$876,078.89 (ECID Project No. 21058-111; Oracle No. 18011); and providing an effective date. Please scroll down to view the backup material.



To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving a contract with Ric-Man Construction Florida, Inc. for progressive design build services for the Downtown Watermain Replacement Program; authorizing the Mayor, or his designee, to execute an agreement with Ric-Man Construction Florida, Inc. for pre-construction services in the amount of \$876,078.89 (ECID Project No. 21058-111; Oracle No. 18011); and providing an effective date.

Explanation: On August 30, 2022, the City issued a Request for Qualifications, RFQ No. 8481, for Progressive Design Build, Downtown Watermain Replacement Program.

On October 12, 2022, the City received four Statements of Qualifications (SOQs) from the following firms:

- 1. Ajax Building Company, LLC.
- 2. Amici Engineering Contractors, LLC.
- 3. Ric-Man Construction Florida, Inc.
- 4. Westra Construction Corporation

The selection committee comprised of the following staff:

John Palenchar, Water Resources Director Diana Smillova, Engineering Design Manager Michael Renshaw, Water Maintenance Manager Eric Lavina, Economic Development Analyst Scott Keddy, Civil Engineer III

The Statements of Qualifications were evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Certification as a Small (SBE), Minority (MBE), Women (WBE) and Disadvantaged (DBE) Business Enterprise
- SBE/WBE/MBE/DBE Outreach Plan

On November 14, 2022, the selection committee met to discuss the SOQs and shortlist firms. The selection committee shortlisted the following three firms:

- 1. Amici Engineering Contractors, LLC.
- 2. Ric-Man Construction of Florida, Inc.
- 3. Westra Construction Corporation

On December 6, 2022, the evaluation committee heard presentations from each of the shortlisted firms.

Based on the presentations, interviews, deliberations and the SOQs submitted the committee then ranked the shortlisted firms based on the criteria set forth in RFQ No. 8481 and tabulated the scores as follows.

Rank	Firm	Total
1.	Ric-Man Construction Florida, Inc.	467
2.	Westra Construction Corporation	433
3.	Amici Engineering Contractors, LLC.	424

The consultant will provide all labor, materials, and equipment to provide design build services for the downtown watermain replacement program.

This program will be implemented in phases utilizing multiple design-build proposals with a Guaranteed Maximum Price ("GMP").

This approval includes pre-construction services. Multiple Amendments will be required to authorize construction on designed elements while also including additional pre-construction services for the next phase/segment. This is being sequenced to minimize impacts and coordinate with ongoing developments within downtown.

Each design-build proposal will be provided to Council as Amendments for approval of each subsequent pre-construction and GMP.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), DIS Downtown Main Replacement FY21 Project (18011).

Attachments: Technical Evaluation (2 pages)

Resolution

Technical Evaluation RFQ No. 8481: Progressive DB, Downtown Watermain Replacement Program

Summary Work Statement

The City received four Statements of Qualifications (SOQs) for RFQ No. 8481: Progressive DB, Downtown Watermain Replacement Program. The successful offeror will provide progressive design build services for the downtown watermain replacement program. The SOQs were received from:

- 1. Ajax Building Company LLC
- 2. Amici Engineering Contractors, LLC
- 3. Ric-Man Construction Florida, Inc.
- 4. Westra Construction Corporation

Evaluation Committee

Evaluation of the SOQs was conducted by:

John Palenchar, Water Resources Director Diana Smillova, Engineering Design Manager Michael Renshaw, Water Maintenance Manager Eric Lavina, Economic Development Analyst Scott Keddy, Civil Engineer III

Evaluation Criteria

The SOQs were evaluated based on the following criteria:

Team background and experience	30 possible points
Staff Availability	25 possible points
Project Approach	20 possible points
Relevant Project Examples	25 possible points
Does the project team include small business enterprise firms	10 possible points
Outreach Plan (SBE/WBE/MBE/DBE)	15 possible points

Offerors' Profiles

Ajax Building Company LLC is headquartered in Oldsmar, Florida and was incorporated in 1958. They have been in business for 64 years and employ 210 people. They have successfully delivered projects for the City, Pinellas County, and the City of Cleveland, Ohio. Their SOQ demonstrated team longevity with the key members having worked together on prior Design Build projects, staff availability, project approach which leverages several technologies for value engineering, life cycle cost analysis and the development of accurate cost estimates, outreach to S/M/W/DBE firms and includes a wide array of SBE firms to partner with.

Amici Engineering Contractors, LLC is headquartered in Miami, Florida and was incorporated in 2015. They have been in business for 8 years and employ 43 people. They have been constructing projects as a CMAR for over 20 years. The have successfully delivered projects for the City of Tampa, Pasco County and the City of Miami Beach. Their SOQ demonstrated longevity

of the key team members, staff availability, project approach which includes a well thought out community outreach program, use of AECOM as Envision lead and their workforce development plan to develop younger workers, outreach to S/M/W/DBE firms and includes an array of SBE firms to partner with.

Ric-Man Construction Florida, Inc. is headquartered in Deerfield Beach, Florida and was incorporated in 2004. They have been in business for 18 years and employ 65 people. They have been constructing pipeline projects as General Contractor for over 35 years. The have successfully delivered projects for the City, Miami-Dade Water & Sewer Department, the City of Hollywood, FL, Gwinnett County, GA, and the City of Tampa Their SOQ demonstrated longevity about the team, staff availability, project approach utilizing Freese & Nichols for Design and Envision lead and The Valerin Group for community outreach, outreach and utilization of several S/M/W/DBE firms.

Westra Construction Corporation. is headquartered in Palmetto, Florida and was incorporated in 1977. They have been in business for 45 years and employ 66 people. They have successfully delivered similar projects for the City, the City of Tampa, Pinellas County, and Hillsborough County. Their SOQ demonstrated longevity about the team, staff availability, project approach which utilizes quarterly leadership meetings, leveraging the current predictive technology of the City to develop a risk-based design approach and the utilization of The Valerin Group for community outreach, and the inclusion of several S/M/W/DBE firms to partner with.

Shortlisting and Interviews

On November 14, 2022 the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firms' qualifications and shortlisted the four firms to the three most qualified firms to be invited for interviews.

Interviews and Recommendation for Award

On December 6, 2022, the evaluation committee heard presentations and interviewed the three firms. The evaluation committee then scored the shortlisted firms and the aggregate scores for the firms based on a possible total of five hundred points were as follows:

Company	Score	Rank
Ric-Man Construction Florida, Inc.	467	1
Westra Construction Corporation	433	2
Amici Engineering Contractors, LLC	424	3

The Ric-Man Construction Florida, Inc has met the requirements for RFQ No. 8481 and were determined to be the most qualified firm, taking into consideration their experience of providing these services and the evaluation criteria set forth in the RFQ.

The firm was selected for the following reasons:

- Their years of experience in providing these services
- Their proposed use of SBE/MBE/DBE-certified sub-consultants
- They provided successful, relevant past and present project examples
- Their staff availability

RESOLUTION 2023-

A RESOLUTION ACKNOWLEDGING THE SELECTION OF RIC-MAN CONSTRUCTION FLORIDA, INC. ("RIC-MAN CONSTRUCTION") AS THE MOST QUALIFIED FIRM TO PROVIDE PROGRESSIVE DESIGN-BUILD SERVICES FOR THE DOWNTOWN WATERMAIN REPLACEMENT PROJECT ("PROJECT"); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM DESIGN-BUILD AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND RIC-MAN CONSTRUCTION; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE AGREEMENT: AUTHORIZING PAYMENT TO RIC-MAN CONSTRUCTION IN AN AMOUNT NOT TO EXCEED \$876,078.89 FOR PRECONSTRUCTION WORK TO INCLUDE PREPARATION OF A PROGRAMMING DOCUMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") through its Procurement and Supply Management Department, issued Request for Qualifications ("RFQ") No. 8481 dated August 30, 2022, for Progressive Design-Build Services, Downtown Watermain Replacement Program ("Project"); and

WHEREAS, on October 12, 2022, the City received four (4) statements of qualifications ("SOQs") in response to the RFQ; and

WHEREAS, the selection committee (John Palenchar, Diana Smillova, Michael Renshaw, Eric Lavine, and Scott Keddy) met on November 14, 2022 to discuss the SOQs, motioned to shortlist three (3) firms, and motioned to hear presentations and conduct interviews on December 6, 2022 with the three (3) shortlisted firms; and

WHEREAS, on December 6, 2022, the three (3) shortlisted firms 1) Amici Engineering Contractors, LLC; 2) Ric-Man Construction Florida, Inc. ("Ric-Man Construction"); and 3) Westra Construction Corporation made presentations to the selection committee and interviews were conducted; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs submitted by the three (3) shortlisted firms, the selection committee met on December 6, 2022 and ranked Ric-Man Construction as the most qualified firm to provide progressive design-build services for the Project; and

WHEREAS, Administration recommends City Council acknowledge the selection of Ric-Man Construction as the most qualified firm to provide progressive design-build services for the Project and authorize the Mayor or his designee to execute the City's standard form design-build agreement ("Agreement"); and

WHEREAS, additional preconstruction work will require amendment(s) to the Agreement that will be subject to City Council approval; and

WHEREAS, construction work will be done in phases pursuant to multiple design-build proposals with a guaranteed maximum price ("GMP"); and

WHEREAS, each design-build proposal with a guaranteed maximum price ("GMP") for this Project will be subject to acceptance by City Council and must be incorporated into the Agreement through amendment(s) to the Agreement that will be subject to City Council approval; 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 selection of Ric-Man Construction Florida, Inc. ("Ric-Man Construction") as the most qualified firm to provide progressive design-build services for the Downtown Watermain Replacement Project ("Project") is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's standard form design-build agreement ("Agreement") between the City of St. Petersburg, Florida and Ric-Man Construction.

BE IT FURTHER RESOLVED that the City Attorney's office is authorized to make non-substantive changes to the Agreement.

BE IT FURTHER RESOLVED that payment to Ric-Man Construction in an amount not to exceed \$876,078.89 for preconstruction work to include preparation of a programming document is hereby authorized.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

00678477

DEPARTMENT

Sm.	•	etersburg Authoriza	•		Request #
st.petersburg www.stpete.org					211229
Name:	Pocengal, Nicholas W	Request Date:	19-APR-2023	Status:	APPROVED

Authorization Request			
Subject:	ProgressiveDowntown Watermain Replace, 5/18 Council		
Message:	Submitted for your approval, please find attached Consent Write-up for Progressive Downtown Watermain Replacement Program, scheduled to go before City Council on May 4, 2023. 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	Туре
0	Pocengal, Nicholas W		SUBMITTED	19-APR-2023	
1	McKee, Stacey Pevzner	Wahl, Margaret Brown	APPROVE	20-APR-2023	User Defined
2	Tankersley, Claude Duval	Tankersley, Claude Duval	APPROVE	20-APR-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Approving a resolution authorizing the Mayor or his designee to accept additional funding in the amount of \$644,220 from the Early Learning Coalition of Pinellas, Inc. (ELC), which will be utilized to enhance programs provided by the Parks and Recreation Department; authorizing the Mayor or his designee to execute all documents necessary to receive this additions funding from ELC; approving a supplemental appropriation in the amount of \$644,220 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional funds, to the Parks and Recreation Department, Administration Division (190-1573), FY23 ELC Stabilization Grant Project (19572); and providing an effective date.

Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Consent Agenda

May 18, 2023

TO: City Council Chair and Members of City Council

SUBJECT:

Approving a resolution authorizing the Mayor or his designee to accept additional funding in the amount of \$644,220 from the Early Learning Coalition of Pinellas, Inc. (ELC), which will be utilized to enhance programs provided by the Parks and Recreation Department; authorizing the Mayor or his designee to execute all documents necessary to receive this additions funding from ELC; approving a supplemental appropriation in the amount of \$644,220 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional funds, to the Parks and Recreation Department, Administration Division (190-1573), FY23 ELC Stabilization Grant Project (19572); and providing an effective date.

EXPLANATION:

For the past 28 years, the City of St. Petersburg and ELC and have had an agreement allowing the Parks and Recreation Department to be a year-round school readiness program service provider for children of families in Pinellas County who meet the defined financial need eligibility requirements. ELC evaluates each family's financial need and determines how much of the school readiness program cost a family can afford to pay themselves, then pays the balance of the program cost to the Parks and Recreation Department.

In response to the COVID-19 crisis, ELC desires to provide the City (a childcare provider in Pinellas County who was classified as operational/open on March 11, 2022, and providing on-site childcare services) with additional funding to be utilized to enhance programs that are provided by the Parks and Recreation Department.

Based on the above information, it is recommended that City Council adopt the attached resolution authorizing the Mayor or his designee to accept additional funding in the amount of \$644,220.00 from the Early Learning Coalition of Pinellas, Inc.

RECOMMENDATION:

Administration recommends City Council approve the attached resolution authorizing the Mayor or his designee to accept additional funding in the amount of \$644,220 from the Early Learning Coalition of Pinellas, Inc. (ELC), which will be utilized to enhance programs provided by the Parks and Recreation Department; authorizing the Mayor or his designee to execute all documents necessary to receive this additions funding from ELC; approving a supplemental appropriation in the amount of \$644,220 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional funds, to the Parks and Recreation Department, Administration Division (190-1573), FY23 ELC Stabilization Grant Project (19572); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION:

Funds in the amount of \$644,220 are scheduled to be received from the Early Learning Coalition of Pinellas, Inc and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$644,220 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional revenues, to the Parks and Recreation Department, Administration Division (190-1573), FY23 ELC Stabilization Grant Project (19572).

APPROVALS:				
Administrative:	_MM/AM	Budget:_	Lance Stanford	

ATTACHMENTS: Resolution

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT ADDITIONAL FUNDING IN THE AMOUNT OF \$644,220 FROM THE EARLY LEARNING COALITION OF PINELLAS, INC. ("ELC"), WHICH WILL BE UTILIZED TO ENHANCE PROGRAMS PROVIDED BY THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE THIS ADDITIONAL FUNDING FROM ELC; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$644,220 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL FUNDS, TO THE PARKS AND RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573), FY23 ELC STABILIZATION GRANT PROJECT (19572); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department is a year-round childcare provider for children of qualified families in Pinellas County and has received funding from the Early Learning Coalition of Pinellas County, Inc. ("ELC"); and

WHEREAS, ELC desires to provide the City (a childcare provider in Pinellas County who was classified as operational/open on March 11, 2022, and providing on-site childcare services) with additional funding to be utilized to enhance programs that are provided by the Parks and Recreation Department; and

WHEREAS, this additional funding will be available after a supplemental appropriation in the amount of \$644,220 from the increase in the unappropriated balance of the General Fund (0001), to the Parks and Recreation Department, Administration Division (190-1573), FY23 ELC Stabilization Grant Project (19572); 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 funding in the amount of \$644,220 from the Early Learning Coalition of Pinellas, Inc. ("ELC"), which will be utilized to enhance programs provided by the Parks and Recreation Department.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to receive this additional funding from ELC.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from the additional funds, the following supplemental appropriation for FY23:

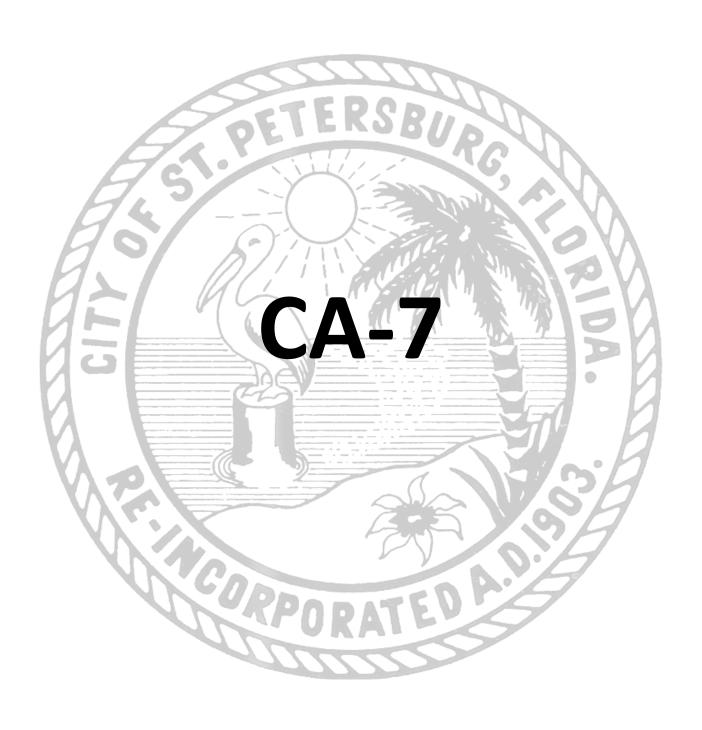
General Fund (0001)
Parks and Recreation Department,
Administration Division (190-1573),
FY23 ELC Stabilization Grant Project (19572)

\$644,220

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:
Mercel M	
00678019	·
BUDGET:	
EMakoRske	

The following page(s) contain the backup material for Agenda Item: A resolution approving an Amendment ("Plan Amendment") to the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") Program for FY 2021-2024 ("Current Plan"); authorizing the Mayor or his designee to accept a grant of \$2,497,889 from the Florida Housing Finance Corporation ("FHFC") for FY 2022/23 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for extremely-low, very-low, low-, moderate-, and 140% (purchase assistance program only) income persons; and to expend funds in accordance with the current Plan, as amended, upon approval by FHFC; finding that five percent (5%) of the City's SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City's SHIP Program; authorizing the use of up to ten percent (10%) of the City's SHIP allocation plus ten (10%) of the City's SHIP Program Income for administrative costs of the SHIP Program; authorizing the Mayor or his designee to execute the grant requirements with the FHFC as necessary to effectuate this transaction; and providing an effective date. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Consent Agenda Meeting of May 18, 2023

TO: The Honorable Brandi Gabbard, Chair, and Members of City Council

SUBJECT: A resolution approving an Amendment ("Plan Amendment") to the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") Program for FY 2021-2024 ("Current Plan"); authorizing the Mayor or his designee to accept a grant of \$2,497,889 from the Florida Housing Finance Corporation ("FHFC") for FY 2022/23 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for extremely-low, very-low, low-, moderate-, and 140% (purchase assistance program only) income persons; and to expend funds in accordance with the current Plan, as amended, upon approval by FHFC; finding that five percent (5%) of the City's SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City's SHIP Program; authorizing the use of up to ten percent (10%) of the City's SHIP allocation plus ten (10%) of the City's SHIP Program Income for administrative costs of the SHIP Program; authorizing the Mayor or his designee to execute the grant requirements with the FHFC as necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The State Housing Initiatives Partnership ("SHIP") Program was created through the William E. Sadowski Affordable Housing Act, pursuant to Chapter 420.907 – 420.9079, Florida Statutes ("Act"), for the purpose of providing assistance through the transfer of funds from documentary stamps generated from the sale of residential properties to the Florida Housing Finance Corporation ("FHFC") for use by local governments in implementing SHIP Programs to produce and preserve affordable housing. The City has participated in the SHIP Program since 1993.

To receive SHIP funds from the State, eligible municipalities must develop affordable housing strategies ("Strategies") and must submit a SHIP Local Housing Assistance Plan ("Plan") a minimum of every three years to FHFC to be eligible to receive funding. During the 2022 regular session, the Florida Legislature allocated \$209 million to the SHIP Program, less \$5 million in disaster relief holdback, and \$563,600 in catalyst funds, for distribution to local governments to continue to implement their SHIP Program, providing affordable housing opportunities to residents of the City of St. Petersburg.

To accept the funding, the City has to budget the strategies in its Local Housing Assistance Plan ("LHAP") under the SHIP Program for FY 2022-23, where funding will be allocated to provide assistance to eligible applicants. All strategies currently in place shall remain in full force in effect The Purchase Assistance program will be available to assist households whose incomes are up to 140% area median income ("AMI"), and the Housing Accessibility and Housing Rehabilitation programs to households whose incomes are up to 120% AMI.

The City is required to reserve at least 30 percent of the funds for awards to very-low income persons and at least 30 percent of the funds for awards to low-income persons as required in the Act. In addition, there is a requirement to expend at least 75 percent of the funds for construction, rehabilitation or emergency repair and at least 65 percent of the funds for home ownership. The City is also required to make 20 percent of funds available for persons with special needs (preference to persons with developmental disabilities).

The City must expend all funding by June 30, 2025.

RECOMMENDATION: A resolution approving an Amendment ("Plan Amendment") to the City's Local Housing Assistance Plan under the State Housing Initiatives Partnership ("SHIP") Program for FY 2021-2024 ("Current Plan"); authorizing the Mayor or his designee to accept a grant of \$2,497,889 from the Florida Housing Finance Corporation ("FHFC") for FY 2022/23 to fund the State Housing Initiatives Partnership ("SHIP") Program for the purpose of providing affordable housing opportunities for extremely-low, very-low, low-, moderate-, and 140% (purchase assistance program only) income persons; and to expend funds in accordance with the current Plan, as amended, upon approval by FHFC; finding that five percent (5%) of the City's SHIP allocation plus five (5%) percent of Program Income is insufficient to pay the administrative costs of the City's SHIP Program; authorizing the use of up to ten percent (10%) of the City's SHIP Program; authorizing the Mayor or his designee to execute the grant requirements with the FHFC as necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues in the amount of \$2,497,889 will be received from the Florida Housing Finance Corporation ("FHFC") for FY 2022/23 to fund the State Housing Initiatives Partnership (SHIP) Program. Funds have been previously made available in the FY23 Operating Budget.

Attachments: Res	olution	
APPROVALS:		
Administration: _	Al-Fostor	Budget: Lance Stanford

Resolution No. 2023 -

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A GRANT OF \$2,497,889 FROM THE FLORIDA HOUSING FINANCE CORPORATION ("FHFC") FOR FY 2022/23 TO FUND THE STATE HOUSING INITIATIVES **PARTNERSHIP** ("SHIP") PROGRAM FOR PROVIDING AFFORDABLE **OPPORTUNITIES** HOUSING FOR EXTREMELY-LOW, VERY-LOW, LOW-, MODERATE-, **AND** 140% (PURCHASE ASSISTANCE PROGRAM ONLY) INCOME PERSONS; AUTHORIZING THE MAYOR OR **GRANT** HIS DESIGNEE TO EXECUTE **REQUIREMENTS** WITH THE **FHFC** AS **NECESSARY** TO **EFFECTUATE** THIS RESOLUTION; **AND PROVIDING** AN EFFECTIVE DATE.

WHEREAS, the State Housing Initiatives Partnership ("SHIP") Program was created through the William E. Sadowski Affordable Housing Act, Chapter 420.907 – 420.9079, Florida Statutes ("Act"); and

WHEREAS, the State of Florida transfers documentary stamp revenues to the Florida Housing Finance Corporation ("FHFC") and local governments for use in implementing programs to produce and preserve affordable housing; and

WHEREAS, for the applicable 12-month period, the Florida Legislature allocated \$209 million to the SHIP Program, less \$5 million in Disaster Relief holdback, and \$563,600 in catalyst funds; and

WHEREAS, the City is to receive its allocation from the Florida Housing Finance Corporation ("FHFC") in the amount of \$2,497,889, and must comply with the Act during the implementation of the SHIP Program for FY 2022/23; and

WHEREAS, to accept the funding, the City budgets the strategies in its SHIP Local Housing Assistance Plan under the SHIP Program for FY 2022/23, where funding will be allocated to assist eligible applicants and has been previously appropriated with the adoption of the FY23 Operating Budget; and

WHEREAS, the City must expend all funding from this allocation by June 30, 2025.

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 a grant of \$2,497,889 from the Florida Housing Finance Corporation ("FHFC") for FY 2022/23 to fund the State Housing Initiatives Partnership ("SHIP") Program for providing affordable housing opportunities for extremely-low, very-low, low-, moderate-, 140% (purchase assistance program only) income persons.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the grant requirements with FHFC as necessary to effectuate this resolution.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

The following page(s) contain the backup material for Agenda Item: Approving an increase in allocation for the 4th of July fireworks display with Pyro Productions of Alabama, Inc., in the amount of \$50,000, for a total contract amount of \$271,250. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL Consent Agenda Meeting of May 18, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving an increase in allocation for the 4th of July fireworks display with Pyro Productions of Alabama, Inc., in the amount of \$50,000, for a total contract amount of \$271,250.

Explanation: On May 19, 2022, City Council approved a three-year blanket purchase agreement for the 4th of July fireworks display through December 31, 2024. The agreement has one, two-year renewal option.

The vendor provides all labor, materials, permits, supervision, equipment, and vehicles necessary for the provision of a fireworks display. The fireworks will be launched from a barge on the St. Petersburg waterfront.

Costs associated with the barge increased due to the unavailability of a rental barge to be used for the initial three-year term of the fireworks agreement with Pyro Productions. A barge had to be constructed at a cost of \$50,000 to timely accommodate the city's 4th of July fireworks display which was launched from the barge in 2022 and will be for the remaining two years of the agreement. Therefore, an allocation increase is being requested to cover the balance of the agreement.

The Procurement and Supply Management Department, in cooperation with the Parks and Recreation Department, recommends approval of:

Pyro Productions of Alabama, Inc. (Dothan, AL)\$50,000

Original agreement amount \$221,250
Allocation increase 50,000
Total agreement amount \$271,250

Cost/Funding/Assessment Information: Funds have been previously appropriated in the General Fund (0001), Parks and Recreation Department, Special Programs Division (190-1585).

Attachments: Resolution

RESOLUTION NO. 2023-___

A RESOLUTION APPROVING AN INCREASE IN THE AMOUNT OF \$50,000 TO THE ALLOCATION FOR THE BLANKET PURCHASE AGREEMENT WITH PYRO PRODUCTIONS OF ALABAMA, INC. FOR THE 4TH OF JULY FIREWORKS DISPLAY; PROVIDING THAT THE TOTAL COMBINED CONTRACT AMOUNT SHALL NOT EXCEED \$271,250; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2022, City Council approved a three-year blanket purchase agreement with Pyro Productions of Alabama, Inc. for the 4th of July fireworks display in an amount not to exceed \$221,250 for the initial term through December 31, 2024; and

WHEREAS, an increase in the amount of \$50,000 to the allocation for this agreement is necessary due to the additional cost to construct a barge due to the unavailability of a rental barge to timely accommodate the City's 4th of July fireworks display in 2022; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an increase in the amount of \$50,000 to the allocation for the blanket purchase agreement with Pyro Productions of Alabama, Inc. for the 4th of July fireworks display is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$271,250.

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.

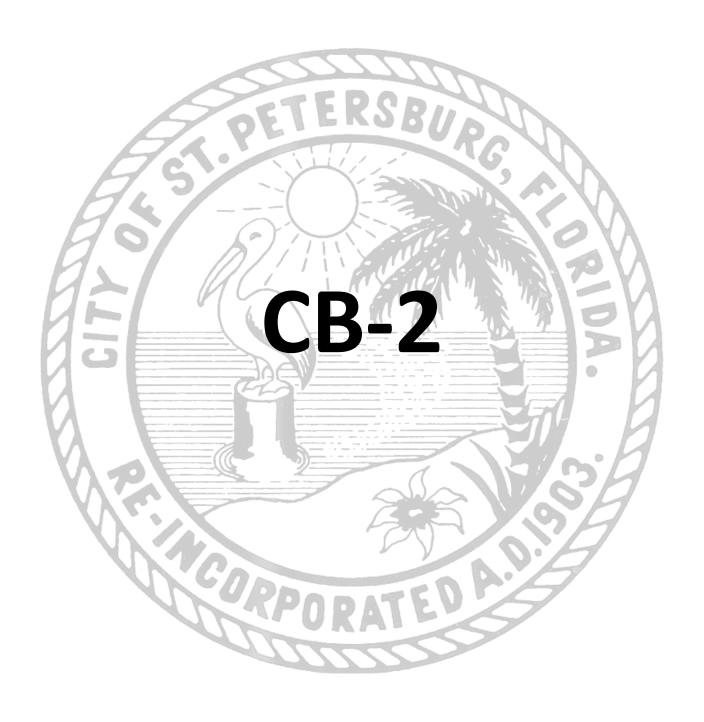
LEGAL:	DEPARTMENT:
Sharon Michmaricy	
00678854	

				Request #	
st.petersburg www.stpete.org	•	City of St. Petersburg Authorization Request General Authorization			
Name:	Pocengal, Nicholas W	Request Date:	28-APR-2023	Status:	APPROVED

Authorization Request				
Subject:	Fireworks Display, 4th of July, 5/18 Council			
Message:	Submitted for your approval, please find attached Consent Write-up for Fireworks Display, 4th of July, scheduled to go before City Council on May 18, 2023. 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	Туре
0	Pocengal, Nicholas W		SUBMITTED	28-APR-2023	
1	Stanford, Lance N	Stanford, Lance N	APPROVE	28-APR-2023	User Defined
2	Jefferis, Michael J II	Jefferis, Michael J II	APPROVE	02-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a bid from Insight Public Sector, Inc. for Trend Micro support for 3,200 users and a deep discovery inspector appliance, for the Department of Technology Services at a total cost of \$78,176.10. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL Consent Agenda Meeting of May 18, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Accepting a bid from Insight Public Sector, Inc. for Trend Micro support for 3,200 users and a deep discovery inspector appliance, for the Department of Technology Services at a total cost of \$78,176.10.

Explanation: The Department of Technology Services received 5 bids for the support and inspector appliance. The bids were are tabulated as follows:

<u>Bidders</u>	<u>Amount</u>
Insight Public Sector	\$78,176.10
Adservero	\$81,420.35
SHI Government	\$83,576.90
CDW-G	\$88,225.79
vCloud Tech	\$89,132.24

The vendor submitted quote number 0226171804 on April 13, 2023 and will provide support for the Trend Micro Smart Protection suite, which is a comprehensive security solution that covers all the City's devices and servers with endpoint protection against various cyber threats, such as viruses, malware, ransomware, and malicious network traffic. It also secures the City's Office 365 environment, including email, Microsoft Teams, and OneDrive access. Due to increasing deployments of computing devices, 400 additional licenses have been added with this renewal for a total of 3,200 devices.

The Procurement and Supply Management Department, in cooperation with the Department of Technology Services recommends award:

Insight Public Sector Inc. (Chandler, AZ) \$78,176.10

This purchase is being made in accordance with Procurement Code Section 2-211, Small Purchases and the Procurement Operations Manual, Chapter 5 for small purchases which states the department must obtain five electronic quotes for purchases between \$10,000 and \$99,999.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Technology Services Fund (5011), Department of Technology Services, Computer Operations Division (850-2561).

Attachments: Resolution

RESOLUTION NO. 2023-____

A RESOLUTION ACCEPTING THE QUOTE AND APPROVING THE PURCHASE OF TREND MICRO SUPPORT FOR 3,200 USERS AND A DEEP DISCOVERY INSPECTOR APPLIANCE FROM INSIGHT PUBLIC SECTOR, INC. AT A TOTAL COST OF \$78,176.10; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received five (5) quotes for the purchase of Trend Micro Smart Protection Suite for the Department of Technology Services in response to the City's request for quotes; and

WHEREAS, section 211 of the St. Petersburg City Code provides that any procurement for \$100,000 or less may be made in accordance with the City's small purchase procedures; and

WHEREAS, the City's small purchase procedures require that five quotes be requested for any purchases between \$10,000 and \$99,999; and

WHEREAS, Insight Public Sector, Inc. submitted Quote Number 0226171804 on April 13, 2023 in response to the City of St. Petersburg's request for quotes; and

WHEREAS, Insight Public Sector, Inc.'s Quote Number 0226171804 has met the requirements of the City's request for quotes and is the lowest and best quote; and

WHEREAS, the Procurement and 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 quote is hereby accepted and the purchase of Trend Micro support for 3,200 users and a deep discovery inspector appliance from Insight Public Sector, Inc. at a total cost of \$78,176.10 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.

LEGAL: DEPARTMENT:

Shaven Michaericy

	(a)					Request #
st.petersburg www.stpete.org			•		212656	
	Name:	Pocengal, Nicholas W	Request Date:	28-APR-2023	Status:	APPROVED

Authorization Request				
Subject:	Software Trend Micro & Discovery, 5/18 Council			
Message:	Submitted for your approval, please find attached Consent Write-up for Software, Trend Micro and Discovery Appliance, scheduled to go before City Council on May 18, 2023. 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	Туре
0	Pocengal, Nicholas W		SUBMITTED	28-APR-2023	
1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	28-APR-2023	User Defined
2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	01-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: Accepting a proposal from Thompson Consulting Services LLC. for disaster related reimbursement assistance. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL Consent Agenda Meeting of May 18, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Accepting a proposal from Thompson Consulting Services LLC. for disaster related reimbursement assistance.

Explanation: The Procurement and Supply Management Department received two proposals for disaster related reimbursement assistance.

The proposals were received from:

Offerors

- 1. Thompson Consulting Services LLC
- 2. Wheeler Emergency Management Consulting LLC

The proposals were evaluated by a cross-functional team from the Office of City Auditor, Fire Rescue Administration, Police Department, and Park and Recreation. They include:

Boriana Pollard, City Auditor Amber Boulding, Emergency Management Manager Pamela West, Administrative Services Manager Leon Highsmith, Accountant III

The proposals evaluated were scored based on the following criteria:

- Experience of the firm
- Qualifications of Staff
- Capacity to accomplish the work
- Past performance on similar contracts
- Financial Stability
- Cost or price

The consultant will provide disaster related reimbursement assistance services to ensure the City's timely, compliant and accurate submission of documentation for reimbursement/recovery of all disaster-related costs determined to be eligible by law or otherwise. Services will include preparing and submitting the city's initial request for public assistance and all project worksheets with required supporting documentation, within all agencies' deadlines and in a manner achieving maximum eligibility for reimbursement of costs; tracking all project documentation submitted through the entire grant process; establishing audit trails as administration of the grant(s) occurs; developing strategies and writing appeals for any cost-recovery disputes between the City and others and advising the City of changes, updates, revisions and other policy or procedural changes affecting the recovery and eligibility for recovery of the City's disaster-related expenditures.

Disaster Related Reimbursement Assistance May 18, 2023 Page 2

The Procurement and Supply Management Department, in cooperation with the Office of the City Auditor, recommends approval:

Thompson Consulting Services LLC. (Maitland, FL)

Thompson Consulting LLC has met the specifications and requirements of RFP No. 8582 dated February 23, 2023. The company is headquartered in Maitland, FL and has been in business since 2011. They have performed these services for the City of St. Petersburg in the past. A blanket purchase agreement will be issued to the consultant and will be binding only for actual services rendered. This agreement will be effective through April 30, 2026, with one two-year renewal option.

Cost/Funding/Assessment Information: Initially funds will be obtained through the appropriate department's budget. In the event additional funds are needed, a supplemental appropriation will be requested from Council.

Attachments: Technical Evaluation (2 pages)

Resolution

Technical Evaluation 918-81 Consulting Services for Disaster Related Reimbursement Assistance

Summary Work Statement

The City received two proposals for RFP No. 8582, 1, consulting services for disaster related reimbursement assistance. The successful offeror will ensure the City's maximum reimbursement of eligible costs related to disasters declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) and other incidents governed by the National Contingency Act, 40 C.F.R. Part 300, Oil Pollution Act of 1990, Clean Water Act of 1972, etc. The proposals were received from:

- 1. Thompson Consulting Services LLC
- 2. Wheeler Emergency Management Consulting LLC

Evaluation Committee

Evaluation of the proposals were conducted by:

Boriana Pollard, City Auditor, Director Amber Boulding, Fire Emergency Management Manager Pamela West, Administrative Services Manager Leon Highsmith, Accountant III

Evaluation Criteria

The proposals were evaluated based on the following weighted criteria:

- Experience of the firm
- Qualifications of staff
- Capacity to accomplish the work
- Past performance on similar projects
- Financial stability
- Cost or price

Offerors' Profiles

Below is a profile of the offerors and a summary of the weighted criteria as reported after the initial independent review.

Thompson Consulting Services LLC. is headquartered in Maitland, FL, and was founded in 1953. The firm has been in business for seventy years and employs 400 people.

Based on the evaluation criteria, the vendor has worked with large cities in the past and were the City of St. Petersburg's vendor between 2013-2017; most staff have many years of experience providing these types of services, feedback from references was very positive; the proposal was slightly more expensive; however, they have never breached FEMA's 5% direct administration costs (DAC) allowance.

The proposal meets the City's requirements.

Request for Proposal Technical Evaluation

Wheeler Emergency Management Consulting LLC is headquartered in Marianna, FL and was founded in 2011. The firm has been in business for 12 years and all employees are subcontract 1099.

Based on the evaluation criteria the vendor originally formed to help rural, fiscally restrained communities and are looking to expand their clientele to larger cities; all employees are subcontracted with varying levels of experience, they were the prime contractor for smaller/rural counties, the proposal was slightly less expensive; however, they have breached the FEMA 5% DAC a couple times.

The proposal meets the City's requirements.

Recommendation for Award

On April 13, 2023, the evaluation committee recommended Thompsons Consulting Services LLC to ensure the City's maximum reimbursement of eligible costs related to disasters declared. The agency has met the requirements of RFP No. 8582, 1 and the offer was determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP.

Thompson Consulting Services LLC. was selected for the following reasons:

- Provided these services for the City of St. Petersburg for Hurricane Irma
- Provides these services for municipalities of similar size to St. Petersburg
- Staff has experience providing these services
- Their past performance to not breach FEMA's DAC allowance

RESOLUTION NO. 2023-

A RESOLUTION ACCEPTING THE PROPOSAL AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH A TWO-YEAR OPTION RENEWAL TO **THOMPSON** CONSULTING SERVICES LLC FOR DISASTER RELATED REIMBURSEMENT ASSISTANCE SERVICES; AUTHORIZING THE MAYOR OR DESIGNEE **EXECUTE** TO DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued RFP No. 8582, dated February 23, 2023 for disaster related reimbursement assistance services; and

WHEREAS, the Procurement & Supply Management Department received two (2) proposals in response to the RFP; and

WHEREAS, a cross-functional team from the Office of City Auditor, Fire Rescue Administration, Police Department, and Parks and Recreation evaluated the proposals based on the criteria set forth in the RFP and recommended award to Thompson Consulting Services LLC; and

WHEREAS, Thompson Consulting Services LLC has met the specifications and requirements of RFP No. 8582; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Office of the City Auditor, recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the proposal is accepted and the award of a three-year agreement with a two-year renewal option to Thompson Consulting Services LLC for disaster related reimbursement assistance services 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.

LEGAL:	DEPARTMENT:
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Colon -1	Boriana Pollard
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8				Request #	
st.petersburg www.stpete.org	City of St. Petersburg Authorization Request St.petersburg www.stpete.org			212677	
Name:	Pocengal, Nicholas W	Request Date:	28-APR-2023	Status:	APPROVED

Authorization Request			
Subject:	Consulting Svcs Disaster Reimburse., 5/18 Council		
Message:	Submitted for your approval, please find attached Consent Write-up for Consulting Services Disaster Related Reimbursement, scheduled to go before City Council on May 18, 2023. 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	Туре
	0	Pocengal, Nicholas W		SUBMITTED	28-APR-2023	
1 2	1	McKee, Stacey Pevzner	McKee, Stacey Pevzner	APPROVE	28-APR-2023	User Defined
	2	Greene, Thomas Andrew	Greene, Thomas Andrew	APPROVE	01-MAY-2023	User Defined

The following page(s) contain the backup material for Agenda Item: A resolution approving an agreement between the City of St. Petersburg, Florida (City) and Pinellas County, Florida for the City to purchase, install, and maintain parking meters for the Judicial County Building parking lot located on the northeast corner of the intersection of 1st Avenue North and 6th Street North at an initial cost not to exceed \$17,000 and an estimated annual revenue to the City of \$12,250 after the initial cost has been recouped; authorizing the City Attorney's office to make non-substantive changes to the agreement; authorizing the Mayor or his designee to execute the Agreement and all other necessary documents; and providing an effective date.

Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL Consent Agenda Meeting of May 18, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

SUBJECT: A Resolution approving an agreement between the City of St Petersburg, Florida (City) and Pinellas County, Florida for the City to purchase, install, and maintain parking meters for the Judicial County Building parking lot located on the northeast corner of the intersection of 1st Avenue North and 6th Street North at an initial cost not to exceed \$17,000 and an estimated annual revenue to the City of \$12,250 after the initial cost has been recouped; authorizing the City Attorney's office to make non-substantive changes to the Agreement; authorizing the Mayor or his designee to execute the Agreement and all other necessary documents; and providing an effective date.

EXPLANATION: On September 8, 1970, The City of St Petersburg and Pinellas County entered into an agreement for the City to install and maintain 59 single-space parking meters at the courthouse parking lot for use by the public. The City and Pinellas County have since divided the proceeds of the collections from the meters after the purchase and installation of the meters cost were met. Since that time replacement meters have been installed by the City as needed. The existing parking meters have reached the end of their useful life and need to be replaced again. However, technology has evolved leading to the use of more multi-space meter stations in parking lots rather than single-space for several advantages. The multi-space meter stations accept credit/debit cards, provide receipts, as well as document transactions via the web for easy and accurate accounting. Fewer pieces of equipment result in more cost-effective maintenance. Customers may also use the ParkMobile Application.

The City will purchase and install two multi-space meters and associated signs at a cost of approximately \$17,000. After these costs have been recouped, the estimated yearly total revenue of \$24,500 will be split equally between the City and County.

The County will maintain the parking lot at its sole cost and expense and agrees that the City has exclusive right and authority to establish and enforce all rules, rates, and regulations in connection with the operations of the Stations.

RECOMMENDATION: Administration recommends that City Council approve the attached Resolution approving an agreement between the City of St Petersburg, Florida (City) and Pinellas County, Florida for the City to purchase, install, and maintain parking meters for the Judicial County Building parking lot located on the northeast corner of the intersection of 1st Avenue North and 6th Street North at an initial cost not to exceed \$17,000 and an estimated annual revenue to the City of \$12,250 after the initial cost has been recouped; authorizing the City Attorney's office to make non-substantive changes to the Agreement; authorizing the Mayor or his designee to execute the Agreement and all other necessary documents; and providing an effective date.

COST/FUNDING ASSESMENT INFORMATION: Funds have been previously appropriated in the Parking Revenue Fund (1021), Transportation and Parking Management Department,

Parking Meter and Lot Maintenance Division (281.1289).

ATTACHMENTS: Resolution

APPROVALS:

Resolution No. 2023 -

RESOLUTION **APPROVING** AN Α AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") PINELLAS COUNTY, FLORIDA FOR THE CITY TO PURCHASE, INSTALL, AND MAINTAIN PARKING METERS FOR THE JUDICIAL COUNTY BUILDING PARKING LOT LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF 1ST AVENUE NORTH AND 6TH STREET NORTH AT AN INITIAL COST NOT TO EXCEED \$17,000 AND AN ESTIMATED ANNUAL REVENUE TO THE CITY OF \$12,250 AFTER THE INITIAL COST HAS BEEN RECOUPED; **AUTHORIZING** THE **CITY** OFFICE ATTORNEY'S TO MAKE NON-**SUBSTANTIVE CHANGES** TO THE AGREEMENT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS: **PROVIDING** AND AN EFFECTIVE DATE.

WHEREAS, Pinellas County, Florida ("Pinellas County") owns the Judicial County Building parking lot, which lies on the northeast corner of the intersection of 1st Avenue North and 6th Street North ("Courthouse Parking Lot"); and

WHERAS, on September 8, 1970, the City of St. Petersburg, Florida ("City") and Pinellas County, Florida ("Pinellas County") entered into an agreement for the City to install and maintain 59 single-space parking meters at the Courthouse Parking Lot for use by the public ("1970 Agreement"); and

WHEREAS, pursuant to the 1970 Agreement, after the proceeds from the meters covered the cost of purchase and installation, the City and Pinellas County have been dividing the proceeds of the collections from the meters; and

WHEREAS, the existing meters have reached the end of life and need to be replaced; and

WHEREAS, the Transportation and Parking Management Department recommends the City and Pinellas County enter into a new agreement to replace the existing single-space meters with two multi-space meters and associated signs at a cost of approximately \$17,000 and divide the estimated yearly revenue of \$24,500 evenly between the City and Pinellas County after that cost is recouped.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that an agreement between the City of St. Petersburg, Florida ("City") and Pinellas County, Florida for the City to purchase, install, and maintain parking meters for the Judicial County Building parking lot located on the northeast corner of the intersection of 1st Avenue North and 6th Street North at an initial cost not to exceed \$17,000 and an estimated annual revenue to the City of \$12,250 after the initial cost has been recouped is hereby approved.

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

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the agreement and all other necessary documents.

This Resolution shall become effective immediately upon its adoption.

LEGAL:	DEPARTMENT:
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00677507	<u> </u>

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this	day of
, 2023 ("Effective Date"), by and between the City of St. Pe	etersburg,
Florida, a municipal corporation, whose post office address is $1 - 4^{th}$ Street North, St. Pe	etersburg,
Florida 33731 ("City") and Pinellas County, a political subdivision of the State of	f Florida
("County"), with offices located at 315 Court Street, Clearwater, Florida 33756. (col	lectively,
"Parties").	_

WITNESSETH:

WHEREAS, the County owns the Judicial County Building Parking lot, which lies on the northeast corner of the intersection of 1st Avenue North and 6th Street North ("**Parking Lot**"); and

WHEREAS, the Parties entered into an agreement on September 8, 1970 ("Original Agreement") for the City to install and maintain 59 parking meters and other parking appurtenances on the Parking Lot for use by the public, and for the Parties to divide the proceeds of the collections from those meters as outlined in the Original Agreement; and

WHEREAS, the Parties now desire to terminate the Original Agreement and enter into this Agreement for the City to purchase, install, and maintain new "Cale" touch screen pay stations ("Stations") and related signage on the Parking Lot according to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated herein as an integral part hereof) and the mutual covenants contained herein, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. **Termination of Original Agreement**. As of the Effective Date, the Original Agreement is hereby terminated.
- 2. **Stations**. The City shall purchase, install, and maintain, at its sole cost and expense, the Stations and the related signage within the boundaries of the Parking Lot depicted in Exhibit A. Exhibit A is attached hereto and made a part of this Agreement.
- 3. **Proceeds from Stations**. After the cost of the said Stations and signage have been recouped by the City through the collections from the Stations, the gross receipts from said Stations and signage will be divided as follows: the City will receive fifty (50%) percent of said receipts, and the County will receive the other fifty (50%) percent of said receipts. The City agrees to remit to the County its percentage at reasonable intervals, not less frequently than once every three (3) months during the Term (as defined herein). The City agrees to make collections from the Stations separately and agrees not to commingle the funds so collected with its parking meter or parking station receipts from other properties until after a division of the collections from the Parking Lot has been made as set forth herein.

- 4. **Parking Lot Maintenance**. The County agrees to maintain, at its sole cost and expense at all times during the Term, the surface and curbing on and about the Parking Lot on its property. Each party agrees to bear responsibility for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Fla. Stat. 768.28.
- 5. **Inspection**. The City agrees that the County may check and/or inspect any and all procedures used by the City and/or its agents in collecting and disbursing the funds collected from the Stations on the Parking Lot, provided that such checking and inspecting are done at such time and in such manner that no City employee is delayed or hindered in the performance of his or her duties.
- 6. **Parking Lot Expansion or Contraction**. The Parties hereto mutually agree that the Parking Lot area devoted to parking on the County property may be enlarged or contracted from time to time by the County, and the County may request in writing that additional stations to be purchased, installed, and maintained by the City. Upon receipt of such written request, the City may, in its sole and absolute discretion, purchase, install, and maintain such additional stations if the City determines that doing so would be advantageous to the City. In the event the City elects to purchase and install any additional stations at the County's request pursuant to this paragraph, the Parties will cease dividing the proceeds from the Stations as outlined in paragraph 3 until such time as the City has recouped the cost of the additional station(s).
- 7. **Rules and Regulations**. The County covenants and agrees that the City, during the Term, has the exclusive right and authority to establish and enforce all rules, rates, and regulations in connection with the operation of the Stations.
- 8. **Property Taxes**. The County shall, throughout the Term, pay all licenses and taxes of any type applicable to the parking facilities on its property.
- 9. **Term**. This Agreement commences on the Effective Date and will remain in full force and effect until terminated as provided for herein ("**Term**").

10. **Termination**.

- A. This Agreement may be terminated by the mutual written consent of the Parties or by either party giving written notice to the other party of such termination at least sixty (60) days in advance thereof.
- B. Upon termination, each party hereto will be freed and discharged from further liability and responsibility hereunder as of the effective date of termination except as otherwise provided in this paragraph 10. If this Agreement is terminated by the County before the City has recouped the full and complete cost of the Stations and related signage (and any additional stations installed in the Parking Lot), the City shall, within ninety (90) days after receiving a termination notice from the County, render to the County a final accounting, and the County shall then reimburse the

City for the remaining balance within thirty (30) days after receipt of the final accounting. Additionally, the City shall remove the Stations and related signage (and any additional stations installed in the Parking Lot) at its own cost and expense within thirty (30) days after the effective date of termination. In the removal thereof, the City shall exercise reasonable care so as not to unnecessarily damage County property.

- 11. **Ownership of Stations**. All Stations and related signage installed by the City in the Parking Lot either before or after the Effective Date will all times remain the property of the City.
- 12. **Successors and Assigns**. The provisions of this Agreement shall be binding upon the Parties hereto and their successors and assigns.
- 13. **Non-Appropriation**. The obligations of the Parties as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential city or county services, as applicable, have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, neither the City nor the County will be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City or County, as applicable, pursuant to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

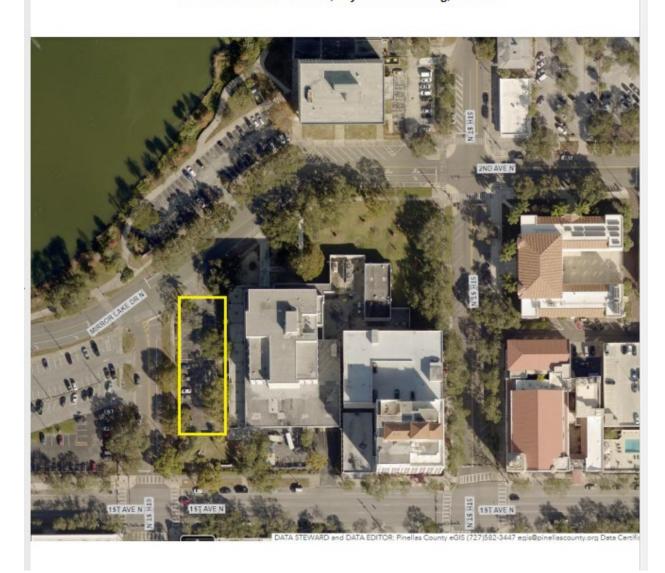
CITY OF ST. PETERSBURG, FLORIDA PINELLAS COUNTY, FLORIDA

By:	By:
Print:	Joe Lauro Director of Administrative Services
Title:	Date:
Date:	-
ATTEST:	
By:	<u>.</u>
City Clerk	
[Seal]	
Approved as to Content and Form:	
By:	-
City Attorney (designee) 00665992	

EXHIBIT A

LOCATION MAP

1st Avenue N. and 6th Street N., City of St. Petersburg, FI 33701



The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with the Police Athletic League of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of the Main Building located at 1450 - 16th Street North, St. Petersburg, within a portion of the City-owned Woodlawn Park for a period of three (3) years at an aggregate rent of \$36.00; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 18, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Police Athletic League of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of the Main Building located at 1450 - 16th Street North, St. Petersburg, within a portion of the City-owned Woodlawn Park for a period of three (3) years at an aggregate rent of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. (*Requires an affirmative vote of at least six (6) members of City Council.*)

EXPLANATION: Real Estate and Property Management received a request from Police Athletic League of St. Petersburg, Inc. ("PAL") to enter into a new license agreement for another three (3) year term for use of the Main Building located at 1450 - 16th Street North, St. Petersburg, within a portion of City-owned Woodlawn Park that PAL has utilized since 1995.

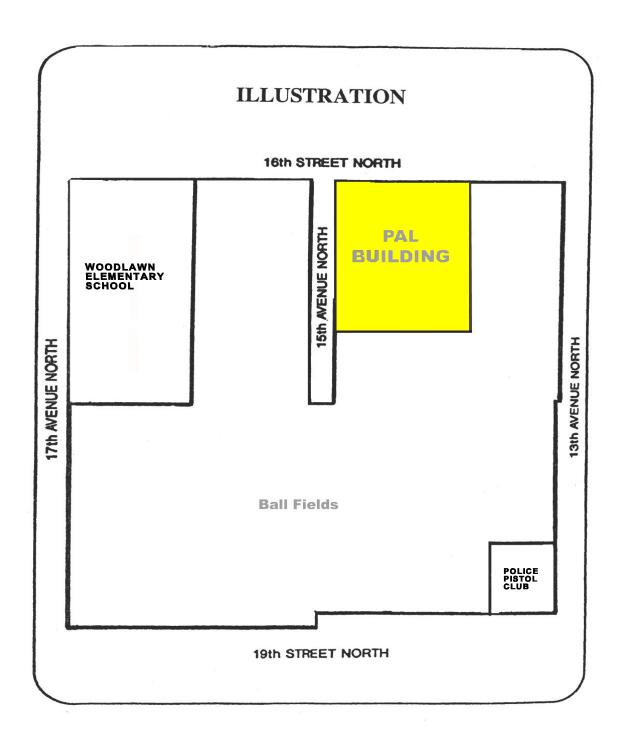
PAL ("Licensee") has executed a new License Agreement ("License"), for a term of thirty-six months (36) months, subject to City Council approval, with the terms and conditions providing it with the same basic rights and privileges it has enjoyed during the preceding term. The license fee is thirty-six dollars (\$36.00) for the entire term. The Licensee is responsible for all interior and exterior maintenance of the Premises and the building Systems which include repair or replacement of the HVAC and roof. The Licensee will pay for utilities and other services including, but not limited to, water, electric, sewer, gas, trash collection and stormwater fees, in addition to any applicable taxes and maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, in addition to all risks property insurance on the Premises, in an amount not less than assessed value of the improvements as determined by the Pinellas County Property Appraiser's office. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization "... the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior Licenses with this and other non-profit organizations. Under the terms of the License, "the City is under no obligation to provide a replacement facility under any circumstances."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned Neighborhood Suburban Estate (NS-E).

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with the Police Athletic League of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of the Main Building located at 1450 - 16th Street North, St. Petersburg, within a portion of the City-owned Woodlawn Park for a period of three (3) years at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/A	ASSESSMENT INFORMA	ATION:	N/A	
ATTACHMENTS:	Illustration and Resol	ution		
APPROVALS:	Administration:	w a set		_ AMF
	Rudaet:	N/	A	



Resolution	Nο	2023 -	

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE POLICE ATHLETIC LEAGUE OF ST. PETERSBURG, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF THE MAIN BUILDING LOCATED AT 1450 -16[™] STREET NORTH, ST. PETERSBURG, WITHIN A PORTION OF THE CITY-OWNED WOODLAWN PARK FOR A PERIOD OF THREE (3) YEARS AT AN AGGREGATE FEE OF \$36.00: AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME: WAIVING RESERVE THE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Athletic League of St. Petersburg, Inc. ("Licensee") desires to continue to use the main building located at 1450 - 16th Street North, St. Petersburg, within a portion of City-owned Woodlawn Park, which is classified as Parkland, for the purpose of office space and to conduct social, educational and athletic programs for the benefit low- and moderate-income persons, that the Licensee has utilized since October 2, 1995; and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate fee of \$36.00, to be paid at the commencement of the License; and

WHEREAS, the Licensee is responsible for all interior and exterior maintenance of the Premises, the building Systems which include repair or replacement of the HVAC and roof, utilities and other services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance; and

WHEREAS, the License is in accordance with the policies established in Resolution No. 79-740A with the exception that the reserve for replacement requirement is being waived to reduce the organization's operating costs; and

WHEREAS, due to the limited financial resources of the Licensee, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior licenses with this and other non-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially-zoned property with approval by an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a License Agreement with the Police Athletic League of St. Petersburg, Inc., a Florida not-for-profit corporation, for the use of the Main Building located at 1450 - 16th Street North, St. Petersburg, within a portion of the City-owned Woodlawn Park for a period of three (3) years at an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.

This Resolution shall become effective immediately upon its adoption.

Legal:	Leisure Services Administration:
311	
City Attorney (Designee)	Michael J. Jefferis, Administrator
	Real Estate and Property Management

Aaron Fisch, Interim Director

The following page(s) contain the backup material for Agenda Item: A Resolution approving the five-year interlocal agreement ("Interlocal Agreement") between the City of St. Petersburg ("City") and Pinellas County ("County") to provide for the reimbursement of costs for occasional modifications to the Recreational Water Quality Map on the Pinellas County Water Atlas website in an amount not to exceed \$10,000; authorizing the Mayor or his designee to execute the Interlocal Agreement and all other documents necessary to effectuate this transaction; authorizing the City Attorney's Office to make non-substantive changes to the Interlocal Agreement; and providing an effective date.

Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of May 18, 2023

TO: The Honorable Brandi Gabbard, Chair and Members of City Council

SUBJECT: A Resolution approving the five-year interlocal agreement ("Interlocal Agreement") between the City of St. Petersburg ("City") and Pinellas County ("County") to provide for the reimbursement of costs for occasional modifications to the Recreational Water Quality Map on the Pinellas County Water Atlas website in an amount not to exceed \$10,000; authorizing the Mayor or his designee to execute the Interlocal Agreement and all other documents necessary to effectuate this transaction; authorizing the City Attorney's Office to make non-substantive changes to the Interlocal Agreement; and providing an effective date.

EXPLANATION: On November 30, 2018, Pinellas County and the City entered into an interlocal agreement for the purpose of developing a water quality webpage ("Webpage") on the Pinellas County Water Atlas website and to set forth the relationship of the parties with respect to their general responsibilities to develop and maintain technical content on the Website. The purpose of the Webpage is to provide citizens with easy access to water quality data for local water bodies. The 2018 interlocal agreement expired on December 31, 2022.

Initial development of the Webpage is now complete and the City and County wish to provide a framework by which the City may request occasional modifications to the Webpage and reimburse the County for the costs of such modifications.

The most efficient way for the City to request and pay for occasional modifications to the Webpage is to bring such requests through the County and reimburse the County for the cost of such modifications under its agreement with USF, which maintains the Webpage. The continued collaboration between the Parties to enhance and improve the content on the Webpage will provide a benefit to the citizens of both the City and the County.

The deliverable product is the maintenance of a fully functional Webpage for five years, for the period January 1, 2023 through December 31, 2027, during which time data will be updated on the Webpage, and the user-interface will be redesigned on an as-needed basis with the collaboration of staff from County and the City.

RECOMMENDATION: Administration recommends approval of the five-year interlocal agreement ("Interlocal Agreement") between the City of St. Petersburg ("City") and Pinellas County ("County") to provide for the reimbursement of costs for occasional modifications to the Recreational Water Quality Map on the Pinellas County Water Atlas website in an amount not to exceed \$10,000.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Environmental Compliance Laboratory Division (420-2153).

ATTACHMENTS: Resolution

Interlocal Agreement

APPROVALS: Thomas Greene Christopher Griffin

Administrative Budget

A RESOLUTION APPROVING THE FIVE-YEAR INTERLOCAL AGREEMENT ("INTERLOCAL AGREEMENT") BETWEEN THE CITY OF ST. PETERSBURG ("CITY") AND PINELLAS COUNTY ("COUNTY") TO PROVIDE FOR THE REIMBURSEMENT OF **COSTS** FOR OCCASIONAL MODIFICATIONS TO THE RECREATIONAL WATER QUALITY MAP ON THE PINELLAS COUNTY WATER ATLAS WEBSITE IN AN AMOUNT NOT TO EXCEED \$10,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO **EFFECTUATE** THIS TRANSACTION; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE **CHANGES** TO THE INTERLOCAL AGREEMENT: **AND** PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, et. seq. authorizes counties and municipalities to enter into cooperative agreements for the mutual advantage of each governmental entity; and

WHEREAS, on November 30, 2018, Pinellas County and the City entered into an interlocal agreement for the purpose of developing a water quality webpage ("Webpage") on the Pinellas County Water Atlas website and to set forth the relationship of the parties with respect to their general responsibilities to develop and maintain technical content on the Webpage; and

WHEREAS, the 2018 interlocal agreement expired on December 31, 2022; and

WHEREAS, initial development of the Webpage is now complete and the City and County wish to enter into an interlocal agreement to provide a framework by which the City may request occasional modifications to the Webpage and reimburse the County for the cost of such modifications; and

WHEREAS, the continued collaboration between the parties to enhance and improve the content on the Webpage will provide a benefit to the citizens of both the City and the County; and

WHEREAS, funds have been previously appropriated in the Water Resources Operating Fund (4001), Water Resources Department, Environmental Compliance Laboratory Division (420-2153); and

WHEREAS, Administration recommends approval of the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the five-year interlocal agreement ("Interlocal Agreement") between the City of St. Petersburg ("City") and Pinellas County ("County") to provide for the reimbursement of costs for occasional modifications to the Recreational Water Quality Map on the Pinellas County Water Atlas website in an amount not to exceed \$10,000 is hereby approved.

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

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

DEPARTMEN

This resolution shall take effect immediately upon its adoption.

LEGAL:

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INTERLOCAL AGREEMENT FOR

REIMBURSEMENT FOR AS-NEEDED MODIFICATIONS TO THE PINELLAS COUNTY WATER ATLAS WATER QUALITY WEBPAGE

This Agreement (this "Agreement"), is entered into this _____ day of ______ 2023, between: Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as the "County") whose address is 315 Court Street, Clearwater, FL 33756, and the City of St. Petersburg (hereinafter referred to as "St. Petersburg") whose address is 175 5th St N, St. Petersburg, FL 33701. The County and St. Petersburg are collectively referred to as "Parties" herein.

WITNESSETH:

WHEREAS, this Agreement is made and entered into between the Parties pursuant to Section 163.01, Florida Statutes; and

WHEREAS, it is the mutual desire of the Parties to inform and educate the public regarding water quality data; and

WHEREAS, on November 30, 2018, the COUNTY and the CITY entered an interlocal agreement ("Agreement") for the purpose of developing a Recreational Water Quality Map ("Webpage") on the Pinellas County Water Atlas website (the "Website") and to set forth the relationship of the parties with respect to their general responsibilities to develop and maintain technical content on the Website; and

WHEREAS, initial development of the Webpage is now complete and the Parties wish to provide a framework by which the City may request occasional modifications to the Webpage and reimburse the County for the costs of such modifications; and

WHEREAS, the County currently contracts with the Tampa Bay Estuary Program ("TBEP") to maintain and develop technical content on the Webpage through a regional contract with the University of South Florida ("USF"); and

WHEREAS, the Parties have determined that the most efficient way for the City to request and pay for occasional modifications to the Webpage is to bring such requests through the County and reimburse the County for the cost of such modifications under its agreement with TBEP; and

WHEREAS, the continued collaboration between the Parties to enhance and improve the content on the Webpage will provide a benefit to the citizens of both the City and the County.

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions and terms set forth herein, the Parties hereby mutually agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to set forth the relationship of the Parties with respect to the City's ability to request occasional modifications and enhancements ("Modifications") to technical content on the Webpage, and to reimburse the County for the costs of such Modifications performed by USF or another third-party developer.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.1 The County shall be responsible for continuing to contract with the necessary persons or entities to maintain the Webpage and shall work with the City to continue to enhance the functionality and content of the Webpage.
- 2.2 The City may, during the term of this Agreement, make written requests to the County for Modifications to content on the Webpage, as it deems appropriate.
- 2.3 Within 30 days of such written request, the County shall notify USF of the requested Modifications and, provided that USF is willing and able to make the requested Modifications, negotiate the cost, if any, of such Modifications with TBEP and USF. The County shall notify the City of the negotiated cost of the requested Modifications, and, upon written approval of the negotiated cost by the Parties, direct USF to make such Modifications.
- 2.4 The City shall reimburse the County for the cost of the Modifications within 30 days of its receipt of an invoice from the County with supporting documentation showing that the County paid the total cost of the Modifications, including an amended scope of work setting forth the requested Modifications under the County's agreement with TBEP and USF.
- 2.5 The total amount paid by the City for Modifications during the term of this Agreement shall not exceed \$10,000.

SECTION 3. NOTICES

All notices, invoices, payments, and other correspondence required under this Agreement between the Parties shall be in writing and delivered via USPS Certified Mail. Notice shall be considered delivered and received as reflected by certified mail delivery receipt. All notices between the Parties shall be sent to the following respective Project Managers at their following respective addresses:

Pinellas County

Natasha Dickrell Environmental Specialist 3 Pinellas County Public Works City of St, Petersburg

John Palenchar, P.E. Director, Water Resources City of St. Petersburg 22211 US 19 N., Bldg 10 Clearwater, FL 33756

1650 3rd Ave. S. St. Petersburg, FL 33731

Either party may designate a replacement Project Manager at any time, which shall become effective immediately upon receipt of written notice of such replacement designation by the other party.

SECTION 5. AMENDMENT

This Agreement may only be amended by mutual written agreement of the Parties.

SECTION 6. TERMINATION

This Agreement may be terminated for convenience by either party upon fifteen (15) days written notice of termination to the other party. If terminated for convenience by the City, the City shall pay any outstanding County invoices in accordance with Section 2.4 above.

SECTION 7. FILING, EFFECTIVE DATE, AND TERM

After the County files a duly executed version of this Agreement with the Clerk of Circuit Court of Pinellas County, this Agreement shall be retroactively effective as of January 1, 2023 and shall continue in effect through December 31, 2027 unless terminated in accordance with Section Six (6) above, unless renewed in writing by mutual agreement of the Parties hereto for any additional length of time.

SECTION 8. PAYMENT LIMITATIONS AND FISCAL NON-FUNDING

Webpage Modification costs incurred prior to the effective date of this Agreement are not fundable under this Agreement.

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any employee or officer of the County creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year for which this Agreement is executed. No liability shall be incurred by the County, or any department of the County, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify the other party in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

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

SECTION 9. INDEMNIFICATION AND NON-AGENCY RELATIONSHIP

Each party shall be fully responsible for the negligence of its respective employees, officers and employees, when such person is acting within the scope of his or her employment and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this Agreement or contracts related thereto.

SECTION 10. PUBLIC RECORDS:

The Parties acknowledge that the information and data they manage pursuant to this Agreement may be public records in accordance with Chapter 119, Florida Statutes and agree to fully comply therewith.

SECTION 11. SEVERABILITY

If any word, clause, sentence, paragraph, or section of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA	PINELLAS COUNTY, FLORIDA by and through its Director of Administrative Services
By:	By:
Print:	Print:
Title: Mayor	Title: <u>Director of Administrative Services</u>
ATTEST:	
By:City Clerk	
[Seal]	
Approved as to Content and Form:	Approved as to Form:
By:	By:
By: City Attorney (designee) 00670298	By:Office of the County Attorney

The following page(s) contain the backup material for Agenda Item: A resolution appointing HanH H. Tran and Christa Bruning as regular members to the Code Enforcement Board; and providing an effective date.

Please scroll down to view the backup material.





MEMORANDUM

TO: Honorable Brandi Gabbard, Chair and Members of City Council

FROM: Joe Waugh, Codes Compliance Assistance Director (

DATE: May 4, 2023

SUBJECT: Code Enforcement Board Appointments

I respectfully request that City Council approve the appointments of HanH H. Tran and Christa Bruning to the Code Enforcement Board serving three-year terms ending May 31, 2026.

Mr. Tran's decades of experience as an architect will prove to be an indispensable resource to the Board, given his knowledge and understanding of project cost, timelines, and regulatory hurdles. Ms. Bruning will bring a strong understanding of the socioeconomic challenges our citizens face as they attempt to bring their code violations into compliance, which will be key during deliberations when extensions and fines are considered. I believe their diverse strengths and combined experience will elevate the quality of the Board, and their appointments will strengthen its diversity, making it more reflective of the community it serves.

A copy of each candidate's resume is attached to this memorandum for your review and consideration.

Reviewed and approved by:

Administration: <u>Ale-Poster</u>

Budget: N/A

Legal:

Attachments: HanH H. Tran Resume

Christa Bruning Resume



Resolution No.	

A RESOLUTION APPOINTING HANH H. TRAN AND CHRISTA BRUNING AS REGULAR MEMBERS TO THE CODE ENFORCEMENT BOARD; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby appoints HanH H. Tran and Christa Bruning as regular members to the Code Enforcement Board to each serve an unexpired three-year term ending May 31, 2026.

This resolution shall become effective immediately upon its adoption.

Legal:

The following page(s) contain the backup material for Agenda Item: Committee of the Whole Meeting Minutes (March 30, 2023)
Please scroll down to view the backup material.



City of St. Petersburg

Committee of the Whole March 30, 2023 Meeting Minutes

City Hall, Room 100

Present: Council Vice-Chair Deborah Figgs-Sanders, Council Members Copley Gerdes, Ed Montanari, Lisset Hanewicz, Gina Driscoll, John Muhammad, and Richie Floyd

Absent: Council Chair Brandi Gabbard

Also Present: Assistant City Administrator Tom Greene, Assistant City Attorney Jeannine Williams, Procurement and Supply Management Director Stephanie Swinson, Supplier Diversity Manager LaTasha Binder, and City Clerk Chan Srinivasa

Support Staff: Kimberly Amos, Legislative Aide

- 1. **Call to Order** 10:30 AM
- 2. **Approval of Agenda** CM Gerdes motioned for approval. All voted in favor.
- 3. **Approval of January 26, 2023 Minutes** CM Hanewicz motioned for approval. All voted in favor.
- 4. **New Business** March 30, 2023

New Business: Disparity Study Part 4 –

Supplier Diversity Manager LaTasha Binder reviewed the goals and objectives related to the creation of the Women and Minority Business Enterprise Program (MWBE). A draft ordinance for the program was created and revisions to the Small Business Enterprise (SBE) ordinance are being drafted. The Office of Supplier Diversity (OSD) has worked to develop a comprehensive administrative policy with departmental metrics that track key performance indicators around equity participation and the number of opportunities created per department.

Next Ms. Binder discussed the expanded communication plans, internally staff input sessions are occurring, and department liaisons are being designated to serve on a re-established Procurement Advisory Committee. Externally, marketing is working to create synergy between the Procurement, OSD, and Greenhouse pages on the City's website to increase the ease of access and a procurement forecast will be offered to the public. A Comprehensive Capacity Building Support Plan was developed in collaboration with the Greenhouse, to utilize individualized Technical Assistance Plans (TAPs). Tailored events and various training activities will also be used to support businesses and close gaps relative to bid opportunities. Technology has been enhanced to increase efficiency, facilitate public outreach, and allow for goal setting.

Ms. Binder then provided an overview of community outreach efforts and upcoming events that are designed to increase business connections and provide education to bidders including a digital "Doing Business with the City of St. Petersburg" Guide in the works. In conclusion, Ms. Binder expanded on the OSD goal setting process from the forecasting stage through the awarded contract and compliance monitoring and discussed how the success of this process will be measured. Vice-Chair Figgs-Sanders then opened the floor for questions and comments.

CM Hanewicz asked why the ordinance draft utilizes a \$75,000 threshold instead of the \$100,000 suggested in the Disparity Study and for additional context on the sheltered background and required participation percentages. Procurement and Supply Management Director Stephanie Swinson responded that \$75,000 is the current Council threshold and an appropriate benchmark for consideration of projects. Projects that are over \$75,000 are typically larger projects and goals can be set on individual subcontracts, unbundling the package will allow for higher goals to be set. Utilizing a sheltered market for projects under \$75,000 will allow additional contract opportunities for businesses that have smaller capacities.

CM Hanewicz asked for additional information on using evaluation points for professional services, Ms. Swinson stated that weighted points are on the proposals & qualifications and are only offered on lowest responsible and responsive bids.

CM Hanewicz asked when additional information on procedures will be shared, Ms. Binder responded it could be available in a week but requires review from Legal, CM Hanewicz asked that it be shared with Council once available.

CM Hanewicz asked if an additional definition of "good faith efforts" was available, Ms. Swinson responded that the definition would be expanded within the administrative policy.

CM Montanari expressed concerns regarding potential legal threats and requested information on the ombudsman position, Ms. Binder responded that position handles any complaints received and it has yet to be staffed. Assistant City Administrator Tom Greene added the delay is intentional for fiscal responsibility and the position will be staffed when the need is created.

CM Montanari asked for additional information about capacity building as it relates to goals, Ms. Binder responded that capacity building is only one aspect and goals will be set based on availability, the B2G module¹ assists in factoring eligibility. CM Montanari asked Assistant City Attorney Jeannine Williams if she had any concerns in the differences between recommendations for the ordinance presented by Dr. Colette Holt in December and the current draft language. Ms. Williams answered that she did not, and that capacity building and goal setting are two distinct processes with the capacity building occurring during outreach and their standards not as scrutinized as significantly as goal setting. Ms. Swinson added that the process is impacted by

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¹ Supplier diversity, procurement, and grant management software

availability, goals cannot be set if contractors are not available for specific scopes; however, outreach may occur in attempt to certify contractors so that goal setting can become an option.

CM Montanari asked for clarification on the participation percentages verbiage in the ordinance title and how it varies from a quota. Ms. Binder explained that participation percentage is the goal that is created on the project based on availability and is not intended as a quota. Ms. Williams added context that a contract-by-contract evaluation is used with a sliding scale of percentages required based on availability of applicable businesses. CM Montanari expressed concern that it could be challenged, and Ms. Williams responded other cases were available for reference and the standards are tailored and backed up by the Disparity Study.

CM Montanari asked for further explanation on the sheltered market concept. Using a current SBE example, Ms. Swinson explained that sheltering is based on availability, if there are three SBEs that are available to bid on the project then it would be sheltered for only those SBEs to bid on and larger contractors cannot bid. The same concept would apply to Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE).

CM Montanari asked for information on a sunset provision, Ms. Binder responded a date will be assigned for re-evaluation and the decision to sunset the program or not will be made based upon if the disparity still exists.

CM Montanari asked for clarification on bid discounts, Ms. Swinson explained that when bids are evaluated a discount may be applied for a qualifying business to allow the advantage of being considered the lowest bidder, however the discounted rate is not actualized. Ms. Binder provided an example with dollar amounts and information on underlying factors to add context as to why this is used to assist SBEs, MBEs, and WBEs in the competitive bid process.

CM Driscoll asked about the annual aspirational goal, Ms. Binder and Ms. Swinson emphasized that participation and data need to be collected in order to establish the framework for the goal.

CM Driscoll asked if any specific instances or charges of discrimination have been brought forward and expressed concern the current verbiage of "remedying discrimination" implies that discrimination has occurred. Ms. Williams explained from a legal standpoint the concept of disparate impact, CM Driscoll asked that changes be considered to further clarify the intent.

CM Driscoll asked about sheltered market utilization when there is only one bidder. Ms. Swinson responded the preference from procurement is at least three bids and in the instance of only one, it would not be sheltered but a lower goal could be assigned.

CM Driscoll asked for a higher frequency update than an annual report and suggested a report could be provided at the quarterly reports at the Budget Finance and Taxation (BFT) Committee

Meeting. Ms. Swinson clarified that the annual report is for consistency but until the program is fully established, more frequent reports can occur, CM Driscoll recommended six months.

CM Gerdes voiced support for project-by-project and data driven analysis and asked for clarification on the sheltering process, would it apply to MBE, WBE, and SBE at the same time? Ms. Swinson responded that it is based on what is available and is evaluated by the B2G module.

CM Floyd provided input related to measuring the success of the program, requesting that broader community impact be reported back such as employment in women & minority groups or wealth and income information. Mr. Greene explained that could be challenging but would collaborate with staff, CM Floyd responded any type of snapshot available has value with emphasis on change from the start to end of program.

CM Hanewicz expressed interest in a review of the language CM Driscoll referenced to ensure clarity.

CM Montanari asked Ms. Williams for an update on the Supreme Court review of the Harvard and UNC admissions programs. Ms. Williams responded there is no timeline on when the decision of the Supreme Court is released. CM Montanari asked if it could impact the ordinance, Ms. Williams explained the decision is not directly applicable but will be analyzed.

Vice-Chair Figgs-Sanders asked for clarification on the name to which Ms. Binder responded that it is the Office of Supplier Diversity. VC Figgs-Sanders expressed concerns that the term is vague and asked for intentional expansion of outreach beyond those currently taking advantage of the opportunities offered. Additionally, VC Figgs-Sanders expressed her agreement with a previous recommendation Dr. Holt presented regarding changing the name. VC Figgs-Sanders offered two suggestions submitted by the public: Office of Diversity and Equal Opportunity and Office of Equitable Procedure Opportunities. VC Figgs-Sanders emphasized that the name should not create confusion, should be welcoming, and should follow the intent of the six pillars to ensure it is reaching its intended audience. Mr. Greene expressed that the name is a result of industry standards and common practice. VC Figgs-Sanders responded that this initiative isn't common or standard, and closed her comments by advocating for the ombudsman position when the timing was appropriate.

Mr. Greene relayed recommendations for next steps: working with the Legal Department to finish the ordinance and evaluate the SBE ordinance, provide a summary of the built out administrative policies, and conduct individual meetings with Council Members in hopes of bringing a first reading to a City Council Meeting in May or June.

With no further business, the meeting was adjourned at 11:44 am

The following page(s) contain the backup material for Agenda Item: Approving a supplemental appropriation in the amount of \$87,500 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Marine Team Dive Equipment Project (19624) for replacement dive equipment for the Fire Rescue Department. Please scroll down to view the backup material.



ST. PETERSBURG CITY COUNCIL Consent Agenda Meeting of May 18, 2023

To: The Honorable Brandi Gabbard, Chair, and Members of City Council

Subject: Approving a supplemental appropriation in the amount of \$87,500 from the unappropriated balance of the General Capital Improvement Fund (3001) to the Marine Team Dive Equipment Project (19624) for replacement dive equipment for the Fire Rescue Department.

Explanation: The suppliers will furnish and deliver dive equipment for St. Petersburg Fire Rescue's Marine Team, which includes wetsuits, dry suits, boots, BC packs and additional breathing tanks.

The Fire Department outfits their Marine Team personnel with dive protective gear to include wetsuits, dry suits, boots, BC packs and additional breathing tanks. Dive equipment is a necessary component of the Marine Team's equipment and is crucial to completing their job safely and efficiently.

Letts Dive!!	\$20,290.42
Interspiro	\$49,235.14
High Tech Diving & Safety Inc	

Cost/Funding/Assessment Information: Funds have previously been assigned for SCBA/Bunker Gear for the Fire Rescue Department in the General Capital Improvement Fund (3001). Funding will be available for these purchases after the approval of a supplemental appropriation in the amount of \$87,500 from the unappropriated balance of the General Capital Improvement Fund (3001), to the Marine Team Dive Equipment Project (19624).

Administrative	Budget
James D. Large	Streey McKee
Approvals:	
Attachments: Resolution	
improvement and (occi), to the marine ream	1 2110 Equipment 1 10 jobt (1002 1).

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A RESOLUTION APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$87,500 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001) TO THE MARINE TEAM DIVE EQUIPMENT PROJECT (19624) FOR REPLACEMENT DIVE EQUIPMENT FOR THE FIRE RESCUE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Administration desires to purchase dive equipment for St. Petersburg Fire Rescue's Marine Team, which includes wetsuits, dry suits, boots, BC packs and additional breathing tanks at an estimated amount of \$87,185.56; and

WHEREAS, the Fire Department outfits their Marine Team personnel with dive protective gear to include wetsuits, dry suits, boots, BC packs and additional breathing tanks; and

WHEREAS, dive equipment is a necessary component of the Marine Team's equipment and is crucial to completing their job safely.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council hereby approves from the unappropriated balance of the General Capital Improvement Fund (3001), the following supplemental appropriation for Fiscal Year 2023:

General Capital Improvement Fund (3001)
Marine Team Dive Equipment Project (19624)

\$87,500

James D. Large

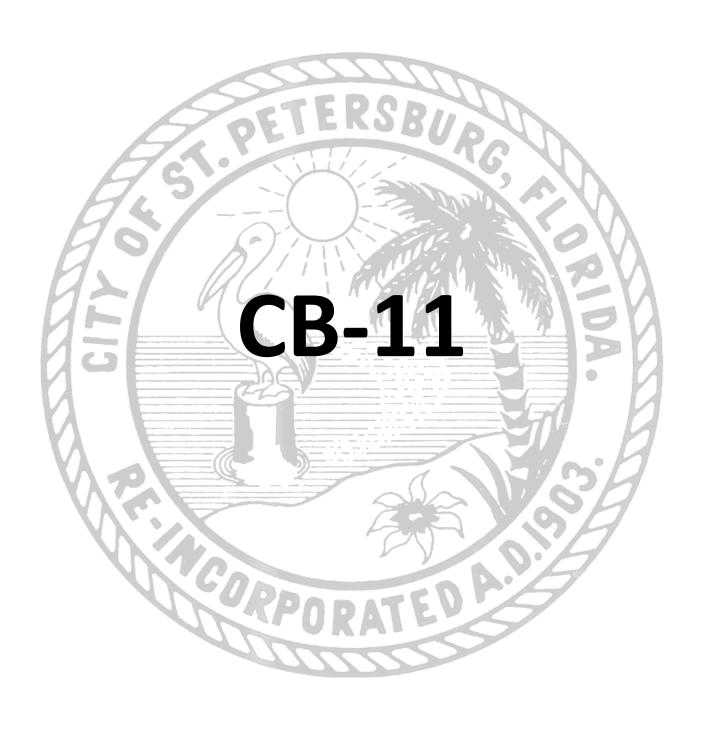
This resolution shall become effective immediately upon its adoption.

LEGAL: BUDGET: DEPARTMENT:

City Attorney (Designee)

00677720

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Meeting Minutes (April 13, 2023)
Please scroll down to view the backup material.



City of St. Petersburg

Public Services & Infrastructure Committee April 13, 2023 Meeting Minutes

City Hall, Room 100

Present: Committee Chair Deborah Figgs-Sanders, Committee Vice-Chair Lisset Hanewicz

Council Member Copley Gerdes, Council Member Ed Montanari, and Council Member

Gina Driscoll

Absent: None

Also Present: City Administrator Rob Gerdes, City Attorney Jacqueline Kovilaritch, City Clerk Assistant Jordan Wilson, Public Works Administrator Claude Tankersley, Water Resources Director John Palenchar, Public Works Services Manager Angela Miller and Stantec Vice President, Water Management Andrew Burnham

Support Staff: Linnie Randolph- City Council Legislative Aide

- 1. **Call to Order** 9:30 AM
- **2. Approval of Agenda** Council Member Lisset Hanewicz motioned for approval. All voted in favor.
- **3. Approval of February 9, 2023, Minutes** Council Member Copley Gerdes motioned for approval. All voted in favor.
- 4. New Business April 13, 2023
 - Review of the conceptual future metered reclaimed water fee structure John Palenchar, Water Resources Director Angela Miller, Public Works Services Manager Claude Tankersley, Public Works Administrator

Andrew Burnham, Stantec Vice President, Water Management

Committee Chair Deborah Figgs-Sanders welcomes all to the committee meeting then introduces Water Resources Director John Palenchar and Angela Miller who will present the power point presentation and lead the discussion on reclaimed water metering.

Mr. Palenchar explains the reasoning behind a metering system discussion is to try to find a way to manage the reclaimed water supply to have more water available when needed. Currently, the city's reclaimed water is set up under a flat rate structure. While researching the city worked with Andrew (Andy) Burnham at Stantec to do an evaluation of reclaimed metering as a demand management strategy.

Mr. Palenchar introduces Andrew Burnham to walk through the power point presentation to explain their data findings. Mr. Burnham stated that the purpose of the presentation will be to review the current reclaimed water system, the potential for conservation and the cost of the metering program. He will cover the return on investment and what the payback period would look like as well as some alternative options that may have the same opportunity to provide conservation potential but perhaps at a different cost that could be considered in lieu of or in tandem with a metering program.

At the conclusion of the presentation Mr. Burnham states that the best solution, per the data, is a hybrid approach that would cost about \$17 million to get meters installed within 2 years based on revenue neutral rates that would have a payback of about 17 years but could be shortened a little if we were to look at elevating the level of reclaimed water rates. With the primary objective of conservation alternative options such as rain and soil moisture sensors could be more cost-effective if customers are willing to have those devices and participate in the programs associated with usage and conservation.

Public Works Administrator Claude Tankersley thanked administration and council for giving them the time and opportunity to do their due diligence on this issue. After reviewing all the data Mr. Tankersley and his team do not believe at this time that metering reclaimed water does not make sense. For now, there is a pause on any further evaluations of reclaimed water metering, but they are going to continue to look at using rain and soil moisture sensors and developing a potential program to help conservation. Once they complete that analysis they'll come back to council with an update and recommendation.

At this time Committee Chair Figgs-Sanders opens the floor for committee member comments.

Council Member Ed Montanari was glad to hear that the department was not recommending metering as he did not feel the numbers added up to be beneficial. He asked the cost of bringing a new neighborhood online and Mr. Tankersley responded that they would have to take their best guess as to the costs as they have not extended the [reclaimed] water main in several years but is estimating a range between \$10,000 to \$15,000 per household to bring new customers into the system. CM Montanari then asked about mandating the sensors and the thoughts on how that program would be established. Mr. Tankersley said that the initial idea is for the city to provide the sensors for each resident and have the resident responsible for the sensor installation. CM Montanari followed up with a question to city attorney Jacqueline Kovilaritch regarding the legality of such a mandate. Ms. Kovilaritch stated that they would need to know the specifics of the program before giving a definitive answer but did not foresee any immediate concerns that could not be worked through.

Council Member Gina Driscoll stated that she would rather see a rebate program instead of a mandate for the sensors. She stated that it would have to be a significant enough savings for each homeowner to want to install the sensors and allow the inspection of proper installation. She asked for the team's thoughts on this approach. Public Works Services Manager, Angela Miller, responded saying that we have a similar rebate program with our rain barrels and that they would have to calculate what the reduced impact the system would look like for it to be equivalent through a rebate process. She said that this is something they can consider and investigate as they move forward. Mr. Burnham followed up by saying this rebate approach could only be used for the soil moisture sensor as we already have rain sensors available to residents upon request as part of the sensible sprinkling program. Mr. Tankersley added that a lot of residential irrigation systems are not compatible with the soil moisture sensors. This is an area they are investigating to try to calculate how many of our customers would have to upgrade their system to utilize the soil moisture sensor? He also stated that about 13% of the residents have gone through the sensible sprinkler program and he feels this is a good indicator for the type of response we should expect.

Committee Vice-Chair Lisset Hanewicz asked how they calculate the required percentage of residents to bring reclaimed water into a new neighborhood. To bring the system into a new area the area needs a majority of customers to want the system. (50% +1) Mr. Palenchar stated that it really depends on the ask and location. For example, we would run a main down an entire block. In that case we would need 50%

plus one of the residents on that street to agree to the program. CM Hanewicz brought up the inflationary period we are in right now and feels that it may be difficult to get the majority of the neighbors to agree to a new expense. CM Hanewicz also mentioned the 4,000 inactive accounts of residents with current access to the reclaimed system and thinks that working on incentives to bring these properties into the program may be an easier approach than trying to get new customers that would require infrastructure buildout.

Council Member Copley Gerdes wanted to discuss the difference in usage between a single-family residence and a non-single-family residence (commercial) property. He walked through his math with the presenting team to ensure his understanding of the usage data. At the end of the discussion CM Gerdes thanked the team for verifying his math and he is in agreement that we should not go to a metering system and that rain and soil moisture sensors are the way to go to help curb some of the single family residential over usage.

Council Member Montanari asked about the possible usage restrictions stating that in the beginning of the program people were encouraged to switch to the reclaimed system because you could water your property as much as you wanted for one flat rate. He then asked if these residents signed a contract when they begin the program. Mr. Palenchar responded stating that yes, each customer signs a contract but these contracts are mainly about the rights and responsibilities of using reclaimed water because it is not potable and do not mention any price elements. CM Montanari then followed up to confirm that some of the older irrigation systems may not be compatible with the soil moisture sensors. Mr. Palenchar confirmed that a digital timer is needed to operate the sensors and older nondigital systems would have to be upgraded.

Committee Chair Figgs-Sanders asked how Harbor Isles was selected as the pilot area for this study. Mr. Palenchar answered by saying this area was selected because it is an isolated neighborhood that all operates off one water main and not in a looped system. Committee Chair Figgs-Sanders had another concern regarding the requirement of 50% plus 1 because so many of the streets in her district are occupied by renters and she does not feel like this will ever be an option for some of these neighborhoods. She asked if there was any way to incentivize the management company or actual homeowner of a rented property to sign up? Mr. Tankersley said its very difficult to incentivize property owners when the tenant is the one who will see the savings in their bill. He said he has not been able to figure that out but is open for a discussion. Committee Chair Figgs-Sanders also wanted to know what her messaging should be when she speaks to her neighborhoods about reclaimed water. The metering is tabled for now, will it stay that way? Mr. Tankersley said that he firmly believes that the best way to handle conservation usage is through metering it just does not make financial sense at this time. If we were building this system from scratch, we would be putting in meters. He also stated that he and his team plan to review this annually to consider new technologies and costs.

Council Member Driscoll asked staff if they would like this item to stay on the PS&I referral list or be moved back to HERS. Staff responded that they were happy with either. This was moved onto PS&I due to timing concerns. Committee Chair Figgs-Sanders said that she would ensure that this item was placed back on the PS&I referral sheet to await the next staff requested update.

With this final update and no others requesting to be heard Committee Chair Figgs-Sanders Adjourned the meeting at 10:30 a.m.

The following page(s) contain the backup material for Agenda Item: Budget, Finance, and Taxation Committee Meeting Minutes (April 27, 2023) Please scroll down to view the backup material.



City of St. Petersburg **Budget, Finance and Taxation Committee April 27, 2023 Meeting Minutes**

City Hall, Room 100

Present: Committee Chair Copley Gerdes, Committee Vice-Chair Deborah Figgs-Sanders, Council Member Ed Montanari, Council Member Richie Floyd, and Council Member Lisset Hanewicz (Alternate)

Absent: None

Also Present: Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Senior Procurement Analyst Sakha Reed, City Auditor Boriana Pollard, and Assistant City Clerk Patty Beliveau.

Support Staff: Jayne Ohlman – Senior Legislative Aide

- **1. Call to Order** 10:50 AM
- **2. Approval of Agenda** CM Montanari motioned for approval. All voted in favor.
- **3.** Approval of April 13, 2023 Minutes CM Figgs-Sanders motioned for approval. All voted in favor.
- 4. New Business April 27, 2023

2023 Management Evaluation: Review and Shortlist RFP Proposals for a Management Evaluation of the Planning & Development Services Department – Sakha Reed, Senior Procurement Analyst, and Boriana Pollard, City Auditor

On March 7, 2023, at the City Council's request, an RFP was issued for a Management Evaluation of the Planning and Development Services Department. City Auditor Boriana Pollard stated that in response to the RFP, the City received proposals from the following firms: 65th North Group, Matrix Consulting Group, and MGT of America Consulting. Ms. Pollard noted that each proposal includes an employee survey priced separately from the base agreement. In addition, Ms. Pollard stated that one of the submittals, 65th North Group, did not meet all the solicitation requirements and is therefore disqualified.

Committee Chair Gerdes asked for clarification on the disqualification of the 65th Group. Senior Procurement Analyst Sakha Reed explained that the group provided only one resume for one project manager; therefore, it could not be determined if they have a substitute project manager. Ms. Reed explained that a substitute project manager is required in the event the primary project manager cannot perform their duties, which indicates whether a project stays on schedule and meets all required deliverables of the contract.

Committee Vice-Chair Figgs-Sanders and Council Member Montanari inquired why the 65th North Group's proposal was included in the committee's backup material if it was determined they did not meet the solicitation's minimum requirements. Ms. Reed responded that the Procurement Department provides all proposals to the evaluation committee for transparency but will note whether or not the submittals meet the solicitation's minimum requirements, as seen in the summary matrix spreadsheet.

CM Montanari stated that Matrix Consulting Group's proposal impressed him and highlighted the following factors: experience, project approach, proposed interaction between the City and the project team, and the employee survey. CM Montanari noted that Matrix recently completed a business process study for Clearwater's Planning and Development Department. In addition, CM Montanari

pointed to the group's prior experience with the City as the consultant for the 2006 management evaluation of the St. Petersburg Police Department. Finally, CM Montanari explained that Matrix's proposal was professional and thoughtful, and while MGT of America's proposal had impressive elements, Matrix's proposal impressed him more.

CM Figgs-Sanders concurred with CM Montanari's points concerning Matrix's proposal. Council Member Floyd agreed that the overall quality of Matrix's proposal was better than the other submittals; however, some elements of MGT's proposal, such as their employee survey plan, impressed him more than Matrix's. CM Gerdes asked CM Floyd to elaborate on the aspects of MGT's proposal that impressed him. CM Floyd responded that MGT's emphasis on analyzing discrimination among race and gender through their employee survey was more clearly spelled out than Matrix's proposal. Additionally, CM Floyd stated that MGT's proposal appeared more City-specific, while Matrix's proposal appeared more high-level.

CM Gerdes explained that he was impressed with the project team's resumes for both Matrix and MGT. However, CM Gerdes expressed his preference for Matrix, as their proposed scope of work and stakeholder assessment plan exceeds MGT. CM Gerdes also pointed out that the travel costs submitted by MGT, a Tampa-based firm, were higher than Matrix, a California-based firm. Next, CM Gerdes noted that he spoke with staff at the City of Clearwater about their experience with Matrix, and the feedback received was overwhelmingly positive, specifically Matrix's in-depth recommendations for departmental improvements.

CM Figgs-Sanders noted that both Matrix and MGT's proposals were high-quality but voiced support for Matrix, pointing to the cost difference between the two firms.¹

CM Montanari asked what the committee's next steps would be and what options are available if the committee requests more information from the shortlisted firms. Assistant City Administrator Tom Greene responded that the committee could submit a series of questions to the firms and request that the responses be provided before negotiating with the selected firm. Chief Assistant City Attorney Jeannine Williams concurred with Mr. Greene and added that the committee could either shortlist the firms today or submit questions to the firms and then proceed with shortlisting after responses are provided.

CM Floyd and CM Figgs-Sanders stated their preference for moving forward with shortlisting, stating they have no specific questions to submit. CM Floyd asked if the committee needs to rank the firms even if they select a single firm. Ms. Williams responded that ranking is recommended in the event negotiations fall through with the first firm; the City can negotiate a contract with the second-ranked firm.

CM Montanari made a motion to rank Matrix Consulting Group as number one and MGT of America as number two. All members voted in favor.

CM Gerdes adjourned the meeting at 11:24 AM

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¹ Matrix Consulting's proposed total cost (including employee survey fixed fee) is \$142,000 and MGT's proposed total cost (including employee survey fixed fee) is \$169,530.

The following page(s) contain the backup material for Agenda Item: Housing, Land Use, and Transportation Committee Meeting Minutes (April 13, 2023) Please scroll down to view the backup material.



City of St. Petersburg Housing, Land Use, & Transportation Committee Minutes

April 13, 2023 – 8:00 AM City Hall, Room 100

Members: Chair Richie Floyd, Vice Chair Gina Driscoll, Council Member John

Muhammad

Alternate: Council Member Copley Gerdes

Also present: Rob Gerdes, City Administrator, Bradley Tennant, Assistant City Attorney, Amy Foster, Community and Neighborhood Affairs Administrator.

Support Staff: Bryan Casañas-Scarsella- City Council Legislative Aide

1) Call to Order

- 2) Approval of Agenda—Council Member Muhammad moved approval; motion passed unanimously.
- 3) Approval of the March, 2023 Minutes—Council Member Gerdes moved approval; motion passed unanimously.
- 4) New Business April 13, 2023
 - a) Three-year update on the City of St. Petersburg's Housing Plan (Council Chair Gabbard)—Amy Foster, Community and Neighborhood Affairs Administrator

Amy Foster, the Community and Neighborhood Affairs Administrator, provided an update on demographics and the housing market in St. Petersburg, followed by an update on the strategic plan and each housing goal and the progress achieved on those goals; she also touched on Mayor Welch's new expanded strategic plan. Ms. Foster then showcased the city's test page for housing, which lists tenants' rights and resources, programs to help residents stay in their homes, and outlines actions taken by Council regarding zoning, permitting and other programs to help with the housing crisis. She explained that she expects that 1,050 units will be added to the original goals.

b) Creation of a regularly updated public-facing dashboard detailing our affordable housing status and goals (Committee Chair Floyd)—Amy Foster, *Community and Neighborhood Affairs Administrator*

Concluding her presentation, Ms. Foster provided a preview to the Committee on the new affordable housing dashboard that was created and recently launched in partnership with the St. Petersburg Downtown Partnership.

Council Member Driscoll then asked about the figures on Slide 16 related to the Namaste Development and two different names that appear in the presentation. Ms. Foster replied that she believes both names refer to the same development and it is not being counted twice. Rob Gerdes, City Administrator, said that building townhomes in an affordable way can be challenging and that they are working on the developer with a possible amendment to the agreement that will be coming before Council. He also mentioned the Arya development on

54th Avenue North between First and Fourth Street that will include 125 workforce units, mixed with market rate units, remarking that it is the first project that the city did under the Economic Stability Loan Program. He also highlighted Lake Maggiore Apartments, with 66 workforce housing units, which is also under construction. Council Member Driscoll then pointed out that that the Lake Maggiore Apartments project is not utilizing city funding but the number of affordable units was reduced due to challenges with changing costs. So, she asked if perhaps the city could help incentivize builders in similar scenarios to retain the original number of affordable units. Mr. Gerdes said that the city made an effort with that development, and they did not qualify for Penny for Pinellas funding from the County due to there not being 30 percent of the units designated as affordable and that an offer was made by the city but they ultimately chose to not take it. Council Member Driscoll then remarked on elevating and expanding the N-Team and other programs to help residents remain in their homes.

Council Member Muhammad commented that the demolition numbers in the presentation seemed low and Mr. Gerdes said that the numbers shown were averages. Council Member Muhammad then asked what challenges builders are having to bring projects to completion under the lot disposition program. Ms. Foster explained that nonprofits were given priority at first but later that changed because they were struggling with funding. She also replied that some of the lots are in the program because they are challenging in and of themselves, such as being in a flood zone or being a unique size. Mr. Gerdes then mentioned some design changes for certified affordable housing that were made by Council. Council Member Muhammad then asked about challenges hiring maintenance workers. Mr. Gerdes said he is open to solutions but he has had a hard time identifying a single solution to solve the problem; he went on to explain that they have started having job fairs and they have placed individuals within departments responsible for hiring, as well as doing outreach, contracting with a new labor firm, banning the box, and raising the minimum pay. He went on to say that they are starting to turn a corner on the hiring issues and are seeing more success. He emphasized that it is a nationwide issue and they are open to any suggestions. Council Member Muhammad then asked about maintaining the city's housing page and the St. Petersburg Downtown Partnership's affordable housing website and Ms. Foster said she did not foresee any issues with that. Council Member Muhammad then asked about how needs are considered when it comes to goal setting. Ms. Foster replied that though the goals could be set higher, they would be unreachable tangibly speaking without increases in federal and state funding sources, as well.

Council Member Gerdes pointed out that he hopes the NTM-1 change will help with increasing the number of three- and four-unit multifamily units.

Chair Floyd expressed concern with the goals and said he would like to them to better reflect the housing need that exists. He also expressed concern with some statements in the St. Petersburg Downtown Partnership's affordable housing dashboard.

The meeting adjourned at 9:16PM.