

# COUNCIL MEETING

Municipal Building  
175-5<sup>th</sup> Street North  
Second Floor Council Chamber

CITY OF ST. PETERSBURG

**November 21, 2024**  
**1:30 PM**

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

The public must attend the meeting in person to speak during public hearings or quasi-judicial hearings. If you are a person with a disability who needs an accommodation in order to participate in this meeting or have any questions, please contact the City Clerk's Office at 893-7448. If you are deaf/hard of hearing and require the services of an interpreter, please call our TDD number, 892-5259, or the Florida Relay Service at 711, as soon as possible. The City requests at least 72 hours advance notice, prior to the scheduled meeting, for accommodations.

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

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

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

- Watch live on Channel 15 WOW!/Channel 641 Spectrum/Channel 20 Frontier FiOS
- Watch live online at [www.stpete.org/TV](http://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: 918 1799 3073#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/91817993073>

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.**

**November 21, 2024**

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

**1:30 PM**

**B. Approval of Agenda with Additions and Deletions.**

**C. Consent Agenda (see attached)**

**Open Forum**

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

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

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

**D. Awards and Presentations**

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

Setting December 12, 2024 as the public hearing date for the following proposed Ordinance(s):

1. [Ordinance 135-HL, an Ordinance of the City of St. Petersburg, Florida, designating the Mirror Lake Local Historic District, which generally includes Mirror Lake Park, and the parcels within 200 feet of Mirror Lake Park with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North, as a local historic district and adding the district to the St. Petersburg Register of Historic Places pursuant to section 16.30.070, City Code; and providing an effective date. \(City File 23-90300003\) \[Quasi-Judicial\]](#)

**F. Reports**

1. [Tampa Bay Water Update](#)
2. [Tropicana Field Damage and Storm-Related Costs Report](#)
3. [Stadium Bonds Series 2024 A, Series 2024 B and Historic Gas Plant Series 2024 C Bonds](#)

**G. New Business**

1. [Respectfully requesting a referral to the December 5, 2024 Housing, Land Use, and Transportation Committee a discussion on potential post storm housing recovery](#)

programs allowable with local, state, and federal funds. This discussion should include an overview and status report of blue-sky housing programs. (Councilmember Gabbard)

**H. Council Committee Reports**

**I. Legal**

1. Approving settlement of the lawsuit entitled Florida Gulf Coast Chapter Associated Builders and Contractors, Inc. v. City of St. Petersburg, Case No. 19-007345-CI
2. A resolution approving settlement of the lawsuit of Walter Reed v. City of St. Petersburg, a Municipal Entity, and Robin Ann Corona, an individual, Circuit Court for Pinellas County, Florida, Case No. 23-002463-CI, and providing an effective date.

**J. Public Hearings and Quasi-Judicial Proceedings - 5:01 P.M.**

**Public Hearings**

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

1. Ordinance 601-H, An Ordinance enacting year-end appropriation adjustments For Fiscal Year 2024 for the Operating Budget and Capital Improvement Program Budget and adjustments to the Fiscal Year 2025 Budget; and providing an effective date.
2. Ordinance 602-H, An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-20 1 (n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October 1 of the applicable year; and providing an effective date.

**K. Open Forum**

**L. Adjournment**

**St. Petersburg**  
**Community Redevelopment Agency (CRA)**  
**11/21/2024**

1. City Council Convenes as Community Redevelopment Agency.
2. A Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed 13-story building with 60-dwelling units and 60-hotel rooms, located at 1663 1st Avenue South consistent with the Intown West Redevelopment Plan, and providing an effective date. (City File IWRP 24-2A)
3. A Resolution of the St. Petersburg Community Redevelopment Agency approving the form and authorizing the execution and delivery of an amended and restated interlocal agreement with the City of St. Petersburg, Florida
4. Adjourn Community Redevelopment Agency.

# CONSENT AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

## Consent Agenda A November 21, 2024

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

### (Procurement)

1. [Accepting a bid from Dan Callaghan Enterprises, Inc., for tire repair and recapping services, in an amount of \\$1,000,000.](#)

### (City Development)

2. [FY 25 Art Grants](#)
  - (a) A resolution approving funding for various arts and culture agencies totaling an amount not to exceed \$550,000 for the period of October 1, 2024 through September 30, 2025 on the recommendation of the Arts Advisory Committee; waiving the requirements of section 112.313, Florida Statutes as to Erica Sutherlin for the funding to The Studio@620, Inc., Jorge Vidal for the funding to the Florida Craftsmen d/b/a Florida CraftArt, and Rebecca Davis for the funding to St. Petersburg Opera Company, Inc.; authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; and providing an effective date.

### (Community Enrichment)

### (Public Works)

3. [A Resolution accepting the final Guaranteed Maximum Price \(GMP\) proposal in the additional amount of \\$376,002 from Create Building Company LLC \(formerly WJ Create\) \(Create\), for a revised total GMP in the amount of \\$946,857 for construction-phase services associated with improvements at various Recreation Centers as part of the Recreation Centers Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Create dated August 15, 2023 to incorporate the final GMP proposal into the Agreement and modify other necessary provisions; and providing an effective date \(ECID Project No. 23140-100\)](#)
4. [A Resolution accepting Addendum No. 1 in an amount not to exceed \\$304,624 to the Guaranteed Maximum Price \(“GMP”\) proposal dated December 5, 2023 submitted by Biltmore Construction Co. Inc. \(“Biltmore”\) for construction-phase services for the Jamerson Elementary Drainage Repairs, to cover increased construction costs, bonds and insurance, general conditions, CM fees, and contingencies for both the CM and the City](#)

for required remedial work for the Project; providing that the total GMP for the Project shall not exceed \$598,800; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida, and Biltmore dated April 4, 2024, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; rescinding unencumbered appropriations in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$255,515.49 from the Vinoy Golf Club Drainage Channel Project (19857) and \$49,108.51 from the Old NE Stormwater Drainage Improvements Project (18596); approving a supplemental appropriation in the amount of \$304,624 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescissions, to the Drainage Line R/R FY24 Project (19848) to provide for the necessary funding for this Addendum; and providing an effective date. (ECID Project No. 24132-130; Oracle Project No. 19848)

**(Appointments)**

**(Miscellaneous)**



**Consent Agenda B  
November 21, 2024**

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 blanket purchase agreement with Midflorida Armored & ATM Services, Inc. for armored collection services, for the Billing and Collections Department, in the amount of \$159,999.84
2. Approving award of a contract to Otis Elevator Company, for elevator maintenance and repair, for the Real Estate and Property Management Department, in the amount of \$150,000.

**(City Development)**

**(Community Enrichment)**

3. Approving a resolution authorizing the Mayor or his designee to accept additional funds from the Early Learning Coalition of Pinellas, Inc. (ELC) in the amount of \$104,000 for the ELC Preservice Training Stipend and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$104,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Administration Division (190-1573), FY25 ELC Preservice Training Stipend Project (20409); and providing an effective date.

**(Public Works)**

4. A Resolution accepting the guaranteed maximum price (“GMP”) proposal dated August 14, 2024 in the amount of \$478,628 from Biltmore Construction Co., Inc. (“Biltmore”) for construction phase services for the MSC Garage Structural Rehabilitation Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager At Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida and Biltmore, dated May 3, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 23108-100; Oracle Project No. 20482)
5. A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida (“City”) and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South Trail - 22nd to MLK St Project in an amount not to exceed \$197,467; and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 19820)

**(Appointments)**

**(Miscellaneous)**

6. [Housing, Land Use, & Transportation Committee Meeting Minutes \(September 12, 2024\)](#)
7. [Budget, Finance and Taxation Committee Meeting Minutes \(August 22, 2024\)](#)
8. [Public Services & Infrastructure Committee Meeting Minutes \(September 12, 2024\)](#)

# MEETING AGENDA

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CITY OF ST. PETERSBURG

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

**Housing, Land Use & Transportation Committee**

*Thursday, December 5, 2024, 8:30 a.m., Conference Room 100*

**Economic and Workforce Development Committee**

*Thursday, December 5, 2024, 10:00 a.m., Conference Room 100*

**CRA/Agenda Review**

*Thursday, December 5, 2024, 11:30 a.m., Conference Room 100*

**City Council Meeting**

*Thursday, December 5, 2024, 1:30 p.m., City Council Chambers*



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CITY OF ST. PETERSBURG  
**Board and Commission Vacancies**

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## **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:

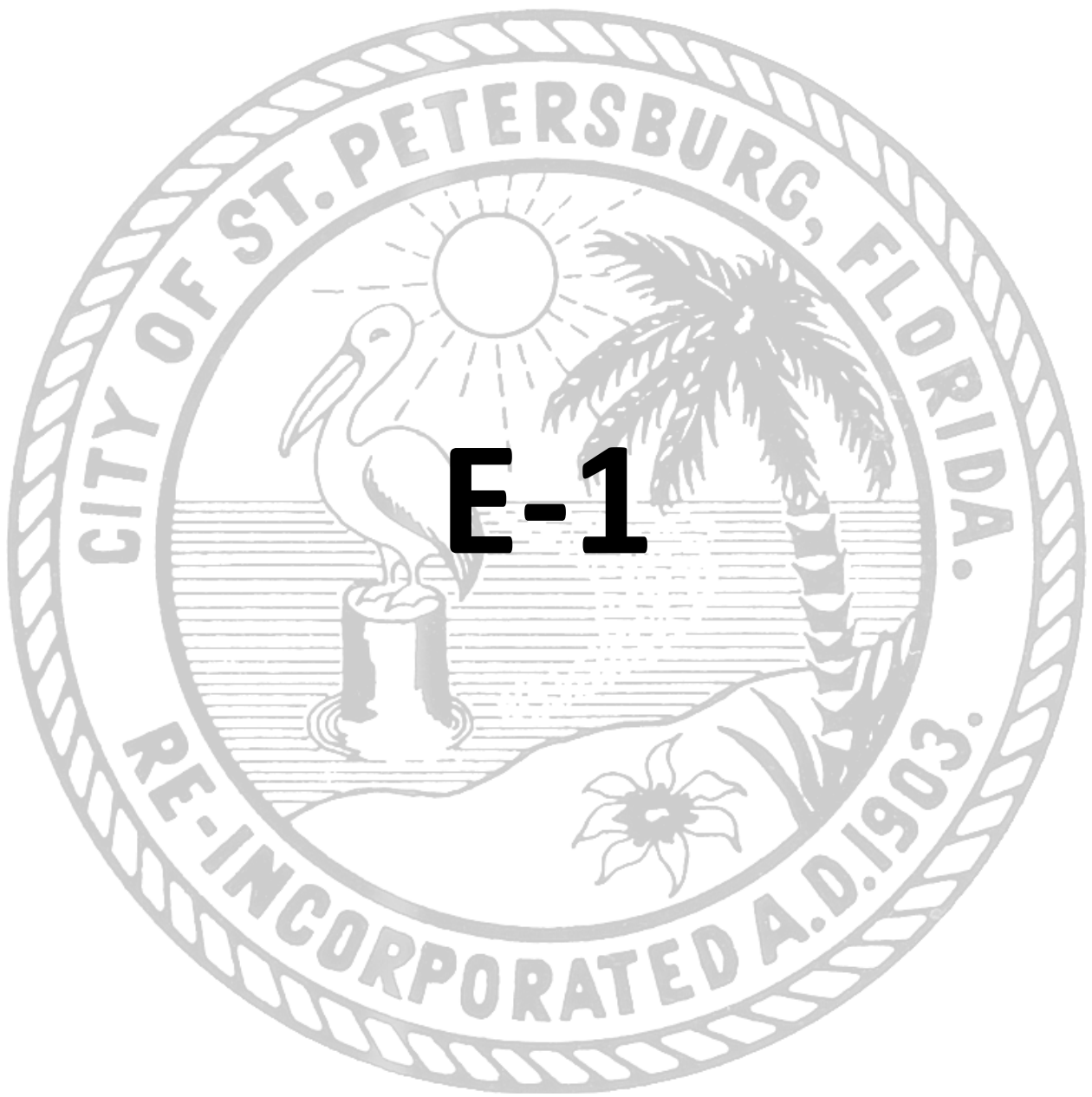
- a. Cross examination by City Administration.
- b. Cross examination by Opponents, if applicable.
- c. Cross examination by Appellant followed by Applicant, followed by Property Owner, if different.

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.

00630194.doc - revised 7/7/2022

The following page(s) contain the backup material for Agenda Item: Ordinance 135-HL, an Ordinance of the City of St. Petersburg, Florida, designating the Mirror Lake Local Historic District, which generally includes Mirror Lake Park, and the parcels within 200 feet of Mirror Lake Park with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North, as a local historic district and adding the district to the St. Petersburg Register of Historic Places pursuant to section 16.30.070, City Code; and providing an effective date. (City File 23-90300003) [Quasi-Judicial]  
Please scroll down to view the backup material.





**ST. PETERSBURG CITY COUNCIL**  
Meeting of November 21, 2024

**TO:** The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

**SUBJECT:** Owner-initiated and ballot-approved historic landmark designation of the Mirror Lake Local Historic District. The proposed district generally includes Mirror Lake Park, and the parcels within 200 feet of Mirror Lake Park with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North. (City File 23-90300003)

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

**REQUEST:** Ordinance 135-HL, an Ordinance of the City of St. Petersburg, Florida, designating the Mirror Lake Local Historic District, which generally includes Mirror Lake Park, and the parcels within 200 feet of Mirror Lake Park with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North, as a local historic district and adding the district to the St. Petersburg Register of Historic Places pursuant to section 16.30.070, City Code; and providing an effective date. (City File 23-90300003) [QUASI-JUDICIAL]

**RECOMMENDATION:**

Administration: Administration recommends approval.

Community Planning and Preservation Commission:

On November 12, 2024, the Community Planning and Preservation Commission (CPPC) is scheduled to conduct a public hearing on this matter. The meeting minutes and vote total will be provided. Related updates will also be posted online at: [stpete.org/mirrorlake](http://stpete.org/mirrorlake).

Recommended City Council Action:

1. CONDUCT the first reading of the attached proposed ordinance.
2. SET the second reading and quasi-judicial public hearing for December 12, 2024.

Attachments:

1. Ordinance 135-HL (including map)
2. Staff report to the CPPC
3. Designation application

## ORDINANCE NO. 135-HL

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA, DESIGNATING THE MIRROR LAKE LOCAL HISTORIC DISTRICT, WHICH GENERALLY INCLUDES MIRROR LAKE PARK, AND THE PARCELS WITHIN 200 FEET OF MIRROR LAKE PARK WITH FRONTAGES ALONG MIRROR LAKE DRIVE NORTH, BURLINGTON AVENUE NORTH, GROVE STREET NORTH, 4TH AVENUE NORTH, AND 5TH STREET NORTH, AS A LOCAL HISTORIC DISTRICT AND ADDING THE DISTRICT 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 Mirror Lake Local Historic District, which generally includes Mirror Lake Park, and the parcels within 200 feet of Mirror Lake Park with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North. The district which is recognized for its significance as an intact collection of historic civic, recreation, and residential focused structures, sites and objects centered on the lake and park with intact historic streetscapes dating to a period of significance spanning from 1876 to 1974, 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 Mirror Lake Local Historic District meets the following criteria:

- A. Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
- 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.
- 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.

SECTION 2. The City Council finds that the Mirror Lake Local Historic District meets at least one of the seven factors of integrity listed in Section 16.30.070.2.5.D, City Code, for designating historic properties. More specifically, the property meets the following factors of integrity:

- (a) Location. The place where the historic property was constructed or the place where the historic event occurred;

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

SECTION 3. The Mirror Lake Local Historic District, located within the following described boundaries, is hereby designated as a local historic district, and shall be added to the St. Petersburg Register of Historic Places, the list of designated landmarks, landmark sites, and historic and thematic districts which is maintained in the office of the City Clerk:

**Designation Boundary**

The official boundary of the local landmark designation shall encompass the parcels graphically depicted in Exhibit A and further described Exhibit B.

SECTION 4. COMPLIANCE WITH § 166.041(4), FLORIDA STATUTES. This ordinance is enacted to implement comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City, therefore, a business impact estimate was not required; however, as a courtesy, a business impact estimate was prepared and posted to the City’s website no later than the date the notice of the proposed ordinance was published pursuant to City Council resolution 2023-507.

SECTION 5. This ordinance, having been heard at a duly noticed quasi-judicial public hearing, shall become effective immediately upon its adoption.

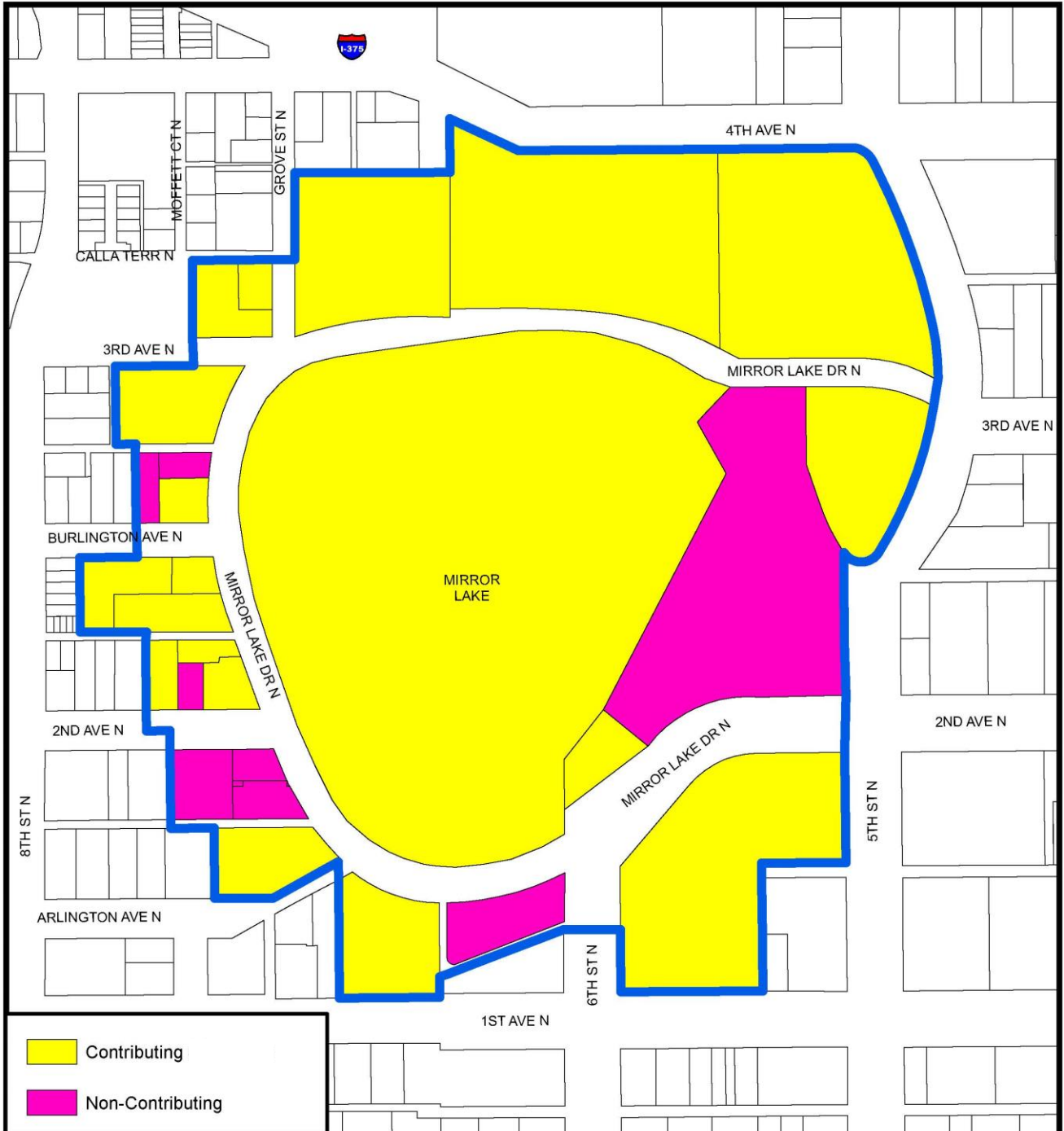
Approved as to Form and Substance:

 <hr style="border: 0.5px solid black;"/> City Attorney (or Designee)	11-7-24 <hr style="border: 0.5px solid black;"/> Date
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<i>/s/ Elizabeth Abernethy</i> <hr style="border: 0.5px solid black;"/> Planning and Development Services Department	11/07/24 <hr style="border: 0.5px solid black;"/> Date
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# EXHIBIT A



## MIRROR LAKE LOCAL HISTORIC DISTRICT

AREA TO BE APPROVED,

SHOWN IN



CASE NUMBER

23-90300003



SCALE:  
1" = 250'

## EXHIBIT B

PARCEL ID NUMBER	SITE ADDRESS	LEGAL DESCRIPTION
19-31-17-80329-000-3170	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 317 TOGETHER WITH THE USE OF PARKING SPACE 42
19-31-17-48170-002-0070	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2G
19-31-17-48170-004-0140	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 4N
19-31-17-80329-000-2060	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 206 TOGETHER WITH THE USE OF PARKING SPACE 61
19-31-17-80329-000-2100	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 210 TOGETHER WITH THE USE OF PARKING SPACE 5
19-31-17-48654-004-0140	100 MIRROR LAKE DR N	LAKE SIDE SUB BLK 4, LOT 14 & E 42 FT OF LOT 13 & A STRIP E OF LOT 14
19-31-17-80329-000-1050	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 105 TOGETHER WITH THE USE OF HANDICAP PARKING SPACE
19-31-17-80329-000-2140	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 214 TOGETHER WITH THE USE OF PARKING SPACE 70
19-31-17-80329-000-1180	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 118 TOGETHER WITH THE USE OF PARKING SPACE 21
19-31-17-48170-003-0040	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 3D
19-31-17-48654-001-0020	0 2ND AVE N	LAKE SIDE SUB BLK 1, W 45FT OF S 80FT OF LOT 2
19-31-17-58209-000-3010	132 MIRROR LAKE DR N	MIRROR OFFICES, THE CONDO UNIT 301
19-31-17-99180-000-0110	647 1ST AVE N	WRIGHT'S ADD TO ORANGE PARK LOTS 11, 12 & 13 & LAND ADJ ON N TO MIRROR LAKE DR
19-31-17-80329-000-2180	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 218 TOGETHER WITH THE USE OF PARKING SPACE 53
19-31-17-80329-000-4010	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 401 TOGETHER WITH THE USE OF PARKING SPACE 32
19-31-17-48170-002-0010	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2A
19-31-17-80329-000-2190	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 219 TOGETHER WITH THE USE OF PARKING SPACE 63
19-31-17-48170-003-0060	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 3F
19-31-17-80329-000-3180	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 318 TOGETHER WITH THE USE OF PARKING SPACE 41
19-31-17-48170-003-0010	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP (UNRECORDED) APT 3A
19-31-17-80329-000-3130	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 313 TOGETHER WITH THE USE OF PARKING SPACE 14
19-31-17-80329-000-1130	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 113 TOGETHER WITH THE USE OF PARKING SPACE 28
19-31-17-80329-000-3060	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 306 TOGETHER WITH THE USE OF PARKING SPACE 40
19-31-17-80329-000-3190	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 319 TOGETHER WITH THE USE OF PARKING SPACE 31
19-31-17-80329-000-3090	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 309 TOGETHER WITH THE USE OF PARKING SPACE 7
19-31-17-80329-000-3010	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 301 TOGETHER WITH THE USE OF PARKING SPACE 35

19-31-17-80329-000-3080	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 308 TOGETHER WITH THE USE OF PARKING SPACE 44
19-31-17-48654-004-0020	0 2ND AVE	LAKE SIDE SUB BLK 4, LOTS 2 & 3
19-31-17-58209-000-1010	132 MIRROR LAKE DR N	MIRROR OFFICES, THE CONDO UNIT 101
19-31-17-58210-000-4050	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 405
19-31-17-58210-000-4010	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 401
19-31-17-00000-210-0300	525 MIRROR LAKE DR N	THAT UNSUBDIVIDED LAND AND LOT A OF REV MAP OF ST PETERSBURG DESC AS BEG AT SE COR OF LOT A ON W R/W OF 5TH ST N TH N 229.77 FT TH NW ALG CURVE TO RT RAD 403.34 FT ARC 103.9 FT TH N18D51'45"W 65.51 FT TH N 136.07 FT TH S89D49'00"W 133.92 FT TH S43DW 85FT
19-31-17-80329-000-3110	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 311 TOGETHER WITH THE USE OF PARKING SPACE 38
19-31-17-14706-000-0060	0 BURLINGTON AVE N	CHADWICK'S RESUB LOT 6
19-31-17-48170-001-0020	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1B
19-31-17-48170-005-0030	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 5C
19-31-17-80329-000-2000	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 200 TOGETHER WITH THE USE OF PARKING SPACE 19
19-31-17-80329-000-2020	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 202 TOGETHER WITH THE USE OF PARKING SPACE 17
19-31-17-80329-000-1020	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 102 TOGETHER WITH THE USE OF PARKING SPACE 54
19-31-17-80329-000-1030	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 103 TOGETHER WITH THE USE OF PARKING SPACE 3
19-31-17-80329-000-1070	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 107 TOGETHER WITH THE USE OF PARKING SPACE 13
19-31-17-48170-000-0001	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP COMMON ELEMENTS
19-31-17-48170-001-0030	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1C
19-31-17-66528-000-0040	308 GROVE ST N	PARK VIEW REVISED MAP N 88FT OF LOT 4 & N 88FT OF E 10FT OF LOT 3
19-31-17-48170-001-0060	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1F
19-31-17-48170-004-0160	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 4P
19-31-17-48170-003-0080	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 3H
19-31-17-80329-000-1080	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 108 TOGETHER WITH THE USE OF PARKING SPACE 48
19-31-17-48170-002-0030	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2C
19-31-17-48654-004-0010	132 MIRROR LAKE DR N	LAKE SIDE SUB BLK 4, PART OF LOT 1 & LAND ADJ ON E ALL DESC BEG SE COR OF SD LOT 1 TH N89D52'03"W 109FT TH N00D07'57"E 67.09FT TH S89D51'26"E 96.12FT TH S22D08'43"E 5.48FT TH S29D27'10"E 71.30FT TH N89D52'03"W 24.40FT TO POB LESS MIRROR, THE CONDO PER CO
19-31-17-58210-000-4030	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 403
19-31-17-48654-004-0011	180 MIRROR LAKE DR	LAKE SIDE SUB BLK 4, PART OF LOT 1 & LAND ADJ TO E ALL DESC BEG NW COR OF SD LOT 1 TH E 72.8FT TH S'LY 60FT(S) ALG W R/W OF MIRROR LAKE DR N TH N89D51'26"W 96.12 FT TH N00D07'57"E 56.91FT TO POB

19-31-17-80329-000-3040	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 304 TOGETHER WITH THE USE OF PARKING SPACE 30
19-31-17-80329-000-3140	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 314 TOGETHER WITH THE USE OF PARKING SPACE 68
19-31-17-80329-000-3150	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 315 TOGETHER WITH THE USE OF PARKING SPACE 18
19-31-17-14706-000-0080	0 MIRROR LAKE DR N	CHADWICK'S RESUB LOT 8
19-31-17-48170-001-0080	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1H
19-31-17-48170-005-0010	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 5A
19-31-17-80329-000-1120	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 112 TOGETHER WITH THE USE OF PARKING SPACE 51
19-31-17-80329-000-1150	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 115 TOGETHER WITH THE USE OF PARKING SPACE 66
19-31-17-80329-000-1200	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 120 TOGETHER WITH THE USE OF PARKING SPACE 26
19-31-17-80329-000-1220	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 122 TOGETHER WITH THE USE OF PARKING SPACE 60
19-31-17-80329-000-2080	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 208 TOGETHER WITH THE USE OF PARKING SPACE 62
19-31-17-80329-000-1090	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 109 TOGETHER WITH THE USE OF PARKING SPACES 49 & 50
19-31-17-80329-000-3200	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 320 TOGETHER WITH THE USE OF PARKING SPACE 58
19-31-17-80329-000-1190	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 119 TOGETHER WITH THE USE OF PARKING SPACE 27
19-31-17-80329-000-2040	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 204 TOGETHER WITH THE USE OF PARKING SPACE 23
19-31-17-80329-000-4020	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 402 TOGETHER WITH THE USE OF PARKING SPACE 46
19-31-17-48170-003-0050	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP (UNRECORDED) APT 3E
19-31-17-48654-001-0030	745 2ND AVE N	LAKE SIDE SUB BLK 1, LOT 3
19-31-17-00000-240-0100	0 MIRROR LAKE DR N	PART OF NW 1/4 OF SEC 19-31-17 DESC AS FROM SW COR OF LOT A OF REV MAP OF ST PETERSBURG TH CUR LT RAD 275FT ARC 233.92FT CB S65D37'18"W 227FT FOR POB TH S53D08'48"W 184.6FT TH N00D03'02"W 88FT TH N38D22'53"E 111.24FT TH S50D41'02"E 101.76FT TO POB
19-31-17-58210-000-5050	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 505
19-31-17-58210-000-5020	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 502
19-31-17-58210-000-5010	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 501
19-31-17-80329-000-3030	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 303 TOGETHER WITH THE USE OF PARKING SPACE 12
19-31-17-74466-098-0040	0 MIRROR LAKE DR	REV MAP OF ST PETERSBURG BLK B, UNNUMBERED LOT LYING N OF LOTS 1,2 & 3, S OF MIRROR LAKE DR N, W OF 6TH ST N, E OF LOT 11 OF WRIGHT'S ADD TO ORANGE PARK LESS ALLEY ON W & S
19-31-17-80329-000-3020	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 302 TOGETHER WITH THE USE OF PARKING SPACE 6

19-31-17-80329-000-4000	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 400 TOGETHER WITH THE USE OF PARKING SPACE 20
19-31-17-48654-001-0011	216 MIRROR LAKE DR N	LAKE SIDE SUB BLK 1, N 42FT OF LOTS 1 & 2 TOGETHER WITH THAT STRIP LYING E OF N 42FT OF LOT 1 TO W'LY R/W OF MIRROR LAKE DR LESS THAT PART OF LOT 1 & SD STRIP DESC FROM NE COR OF LOT 1 TH E 7.6FT TO R/W TH SE'LY 33.60FT FOR POB TH CONT SE'LY 10.65FT TH W
19-31-17-80329-000-1000	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 100 TOGETHER WITH THE USE OF PARKING SPACE 22
19-31-17-80329-000-1010	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 101 TOGETHER WITH THE USE OF PARKING SPACE15
19-31-17-48170-003-0070	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 3G
19-31-17-48170-001-0070	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1G
19-31-17-80329-000-2050	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 205 TOGETHER WITH THE USE OF PARKING SPACE 10
19-31-17-48170-002-0040	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2D
19-31-17-80329-000-2170	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 217 TOGETHER WITH THE USE OF PARKING SPACE 47
19-31-17-66528-000-0020	302 GROVE ST N	PARK VIEW REVISED MAP LOTS 2, 3 & 4 LESS THAT PART DESC BEG NE COR OF LOT 4 TH W'LY 60FT TH S'LY 88FT TH E'LY 60FT TH N'LY 88FT TO POB
19-31-17-58209-000-0001	132 MIRROR LAKE DR N	MIRROR OFFICES, THE CONDO COMMON ELEMENTS
19-31-17-58209-000-2010	132 MIRROR LAKE DR N	MIRROR OFFICES, THE CONDO UNIT 201
19-31-17-00000-210-0400	0 MIRROR LAKE DR N	THAT PART OF NW 1/4 OF SEC 19-31-17 KNOWN AS MIRROR LAKE FKA RESERVOIR LAKE AS DESC IN DEED BK 106 PG 158 HILLS CO. CONT 13.48AC(C)
19-31-17-58210-000-4020	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 402
19-31-17-48170-002-0020	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2B
19-31-17-58213-001-0010	536 4TH AVE N	MIRROR LAKE SUB BLK 1, LOT 1 (HISTORIC LANDMARK)
19-31-17-80329-000-2150	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 215 TOGETHER WITH THE USE OF PARKING SPACE 69
19-31-17-80329-000-2160	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 216 TOGETHER WITH THE USE OF PARKING SPACE 33
19-31-17-48170-002-0060	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2F
19-31-17-48170-004-0120	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 4L
19-31-17-80329-000-2010	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 201 TOGETHER WITH THE USE OF PARKING SPACE 64
19-31-17-80329-000-2030	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 203 TOGETHER WITH THE USE OF PARKING SPACE 8
19-31-17-80329-000-2070	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 207 TOGETHER WITH THE USE OF PARKING SPACE 4
19-31-17-80329-000-2110	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 211 TOGETHER WITH THE USE OF PARKING SPACE 16
19-31-17-80329-000-1060	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 106 TOGETHER WITH THE USE OF PARKING SPACE 2
19-31-17-48170-003-0020	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 3B
19-31-17-48170-004-0110	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 4K

19-31-17-80329-000-3050	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 305 TOGETHER WITH THE USE OF PARKING SPACE 36
19-31-17-80329-000-2200	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 220 TOGETHER WITH THE USE OF PARKING SPACE 29
19-31-17-80329-000-4040	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 404 TOGETHER WITH THE USE OF PARKING SPACE 1
19-31-17-48170-001-0040	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1D
19-31-17-80329-000-3000	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 300 TOGETHER WITH THE USE OF PARKING SPACE 34
19-31-17-80329-000-3100	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 310 TOGETHER WITH THE USE OF PARKING SPACE 37
19-31-17-74520-000-0010	150 5TH ST N	REV MAP OF ST PETERSBURG PARTIAL REPLAT BLK 19 UN NO TR
19-31-17-80329-000-3070	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 307 TOGETHER WITH THE USE OF PARKING SPACE 43
19-31-17-14706-000-0070	250 MIRROR LAKE DR N	CHADWICK'S RESUB LOT 7
19-31-17-48170-003-0030	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 3C
19-31-17-48170-005-0020	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 5B
19-31-17-80329-000-1140	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 114 TOGETHER WITH THE USE OF PARKING SPACE 67
19-31-17-80329-000-1170	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 117 TOGETHER WITH THE USE OF PARKING SPACE 55
19-31-17-80329-000-1210	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 121 TOGETHER WITH THE USE OF PARKING SPACE 24
19-31-17-80329-000-2090	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 209 TOGETHER WITH THE USE OF PARKING SPACE 9
19-31-17-80329-000-1040	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 104 TOGETHER WITH THE USE OF PARKING SPACE 45
19-31-17-00000-210-0100	536 4TH AVE N	(MIRROR LAKE PARK-LANDMARK SITE) BEG NE COR OF 3RD AVE N & 7TH ST N TH N 337 FT(S) TH SE'LY 175FT(S) TH E 330FT(S) TH S 370FT TO N R/W LN OF 3RD AVE TH W ALG R/W TO POB CONT 3.44AC(C)
19-31-17-48170-004-0170	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 4Q
19-31-17-58428-004-0020	230 MIRROR LAKE DR N	MOFFETT'S LAKE PARK BLK 4 REV LOT 2 LESS W 10FT THEREOF
19-31-17-48170-005-0040	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 5D
19-31-17-48170-001-0010	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1A
19-31-17-80329-000-4030	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 403 TOGETHER WITH THE USE OF PARKING SPACE 65
19-31-17-58210-000-0001	132 MIRROR LAKE DR N	MIRROR, THE CONDO COMMON ELEMENTS
19-31-17-58210-000-4040	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 404
19-31-17-58210-000-5030	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 503
19-31-17-58211-001-0010	280 5TH ST N	MIRROR LAKE LIBRARY SUB BLK 1, LOT 1
19-31-17-80329-000-3120	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 312 TOGETHER WITH THE USE OF PARKING SPACE 52
19-31-17-09036-000-0170	296 MIRROR LAKE DR N	BLACK'S SUB, W. C. LOTS 17,18 AND 19
19-31-17-48170-001-0050	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 1E
19-31-17-48170-002-0050	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2E

19-31-17-48170-004-0100	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP (UNRECORDED) APT 4J
19-31-17-48654-001-0010	200 MIRROR LAKE DR N	LAKE SIDE SUB BLK 1, S 80FT OF LOT 1 & S 80FT OF E 10FT OF LOT 2 & S 10FT OF E 34FT (S) OF N 42FT OF LOT 1 AND 5FT (S) STRIP ADJ ON E
19-31-17-80329-000-1100	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 110 TOGETHER WITH THE USE OF PARKING SPACE 11
19-31-17-80329-000-1160	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 116 TOGETHER WITH THE USE OF PARKING SPACE 56
19-31-17-80329-000-0001	0 MIRROR LAKE DR N	701 MIRROR LAKE CONDO COMMON AREA
19-31-17-48170-004-0130	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 4M
19-31-17-80329-000-1110	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 111 TOGETHER WITH THE USE OF PARKING SPACE 71
19-31-17-80329-000-3160	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 316 TOGETHER WITH THE USE OF PARKING SPACE 39
19-31-17-80329-000-3210	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 321 TOGETHER WITH THE USE OF PARKING SPACE 57
19-31-17-58428-004-0010	248 MIRROR LAKE DR N	MOFFETT'S LAKE PARK BLK 4 REV LOT 1 LESS W 113FT
19-31-17-80329-000-2120	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 212 TOGETHER WITH THE USE OF PARKING SPACE 73
19-31-17-80329-000-2130	701 MIRROR LAKE DR N	701 MIRROR LAKE CONDO UNIT 213 TOGETHER WITH THE USE OF PARKING SPACE 72
19-31-17-48170-002-0080	750 BURLINGTON AVE N	LAKE PALMS APTS CO-OP APT 2H
19-31-17-58210-000-5040	132 MIRROR LAKE DR N	MIRROR, THE CONDO UNIT 504

*This report has been modified from the original version to correct the listed hearing dates due to the deferral of the project from the September 10, 2024 CPPC meeting due to lack of quorum and the cancellation of the October 8, 2024 meeting due to a hurricane. A single office parcel number has been added to the charts for The Mirror Condo building, a non-contributing property that was previously included in this report. Additional public comments have been added to Appendix F. Items modified from the original report are highlighted in red text.*



**THE 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, November 12, 2024, 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](https://www.stpete.org/connect_with_us/stpete_tv.php).

*According to Planning and Development Services Department records, Commissioner Lisa Wannemacher and Commissioner Cassie Gardner or their spouse has 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.*



**Case Number:** 23-90300003

**Landmark Name:** Mirror Lake Historic District

**Applicant:** Privately initiated application certified by City-ballot process.

**Request:** Designation of the Mirror Lake Historic District to the St. Petersburg Register of Historic Places [Quasi-Judicial].

**Proposed Boundaries:** The proposed Mirror Lake Historic District generally includes Mirror Lake Park, and the parcels within 200 feet of Mirror Lake Park with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North. See map.



<b>Mirror Lake Historic District</b>	
Parcels & Addresses included in Proposed Local Historic District (not including individual condo/multi-family unit parcel id numbers)	
19-31-17-14706-000-0060	0 BURLINGTON AVE N (Vacant)
19-31-17-99180-000-0110	647 1ST AVE N
19-31-17-00000-210-0300	525 MIRROR LAKE DR N (Under Const)
19-31-17-74520-000-0010	150 5TH ST N
19-31-17-00000-240-0100	0 MIRROR LAKE DR N (Vacant)
19-31-17-58211-001-0010	280 5TH ST N
19-31-17-48654-001-0020	0 2ND AVE N (Vacant)
19-31-17-58428-004-0020	230 MIRROR LAKE DR N
19-31-17-48654-001-0030	745 2ND AVE N
19-31-17-48654-004-0010	132 MIRROR LAKE DR N (New Condo ROW)
19-31-17-48654-004-0140	100 MIRROR LAKE DR N
19-31-17-58213-001-0010	536 4TH AVE N
19-31-17-74466-098-0040	0 MIRROR LAKE DR (Vacant Parking Lot)
19-31-17-48654-001-0010	200 MIRROR LAKE DR N
19-31-17-14706-000-0070	250 MIRROR LAKE DR N
19-31-17-00000-210-0100	536 4TH AVE N
19-31-17-09036-000-0170	296 MIRROR LAKE DR N
19-31-17-48654-004-0011	180 MIRROR LAKE DR (New Commercial)
19-31-17-14706-000-0080	0 MIRROR LAKE DR N (Vacant)
19-31-17-66528-000-0020	302 GROVE ST N
19-31-17-66528-000-0040	308 GROVE ST N
19-31-17-00000-210-0400	MIRROR LAKE DR N (Park/Lake)
19-31-17-48654-004-0020	0 2ND AVE (Vacant Parking Lot for Church)
19-31-17-48654-001-0011	216 MIRROR LAKE DR N
19-31-17-58428-004-0010	248 MIRROR LAKE DR N
19-31-17-80329-000-0001	701 MIRROR LAKE DR N (Green space/common area for Mirror Lake Condos)

19-31-17-48170-000-0001	750 BURLINGTON AVE N
19-31-17-58210-000-0001 19-31-17-58209-000-0001	132 MIRROR LAKE DR N (New Condos & Office)

**Mirror Lake Historic District**

<b>Period of Significance:</b>	1876-1974
<b>Architectural Styles:</b>	Beaux Arts, Mediterranean Revival, Mission Revival, Masonry Vernacular, Tudor Revival, Craftsman, Frame Vernacular, Mid-Century Modern, Brutalism
<b>Architects, Builders, Planners:</b>	M. Winfield Lott, Architect; William B. Ittner, Architect; Harry Cunningham, Architect; Conklin & Mitchell, Architects; Philip Horton Smith, Architect; Cade B Allen, Master Builder; Glenn Q. Johnson, Architect; Hadley and Atkinson, Architects; Henry Whitfield, Architect; John Nolen, Urban Planner.
<b>Criteria for Landmark Eligibility:</b>	A, D, E, F, G and H
<b>Areas of Significance:</b>	Architecture, Community Planning and Development, Entertainment & Recreation, and Social History
<b>Retention of Historic Integrity:</b>	Location, Design, Setting, Materials, Workmanship, Feeling

**BACKGROUND**

The proposed Mirror Lake Historic District is part of the larger Downtown St. Petersburg National Register Historic District (PI10648). The Downtown St. Petersburg National Register Historic District encompasses an approximately 42-acre area with 448 resources, was listed in the National Register of Historic Places on April 30, 2004.

The National Register of Historic Places (“National Register”) is a national program that is part of the National Park Service which recognizes historic places throughout the nation that are “worthy of preservation”. This program is an honorary designation program, authorized as part of the National Historic Preservation Act of 1966, which works to recognize historic and archeologic resources that have significance to the history of a community, a state or the nation. Listed historic resources can include buildings, sites, objects, structures or districts of the preceding. Listing in the National Register of Historic Places is done through a nomination and evaluation process, eligibility is based on age and integrity as well as significance. The Downtown St. Petersburg National Register Historic District was found to be significant in the areas of Architecture, Community Planning and Development, Commerce and Entertainment/Recreation. A portion of the Downtown National Register Historic District is the subject of this application for a local landmark historic district designation.

The criteria and evaluation for listing in the St. Petersburg Register of Historic Places (“local designation”) are similar to those for the National Register. However, the difference is that while the National Register is an honorary designation, the local designation protects properties from unnecessary demolition or unsympathetic alterations through a review process, known as a Certificate of Appropriateness (COA) review, that evaluates exterior changes. Individual resources or districts in the city can be listed in the National Register of Historic Places, in the St. Petersburg Register of Historic Places or both. Because of the differences between the national and local designations, it is common for individual resources, districts or parts of districts to be listed in both.

In August 2023, the City of St. Petersburg received a citizen-initiated request to consider a local historic district designation for a portion of the Mirror Lake neighborhood for which the applicants provided a proposed designation boundary along with property and parcel information. St. Petersburg's Historic Preservation Ordinance, City Code Section 16.30.070.2, specifies that, in order for an application for local historic district designation to be considered complete and proceed to public hearing before the Community Planning and Preservation Commission (CPPC) and City Council, the following steps are required:

**Hold a public information meeting.** City staff sent a direct mail invitation to a public information meeting to all property owners located within the proposed designation boundary of the potential local historic district. The public information meeting was held on January 10, 2024 at the Sunshine Senior Center, 330 5th St N, St. Petersburg, FL 33701. At the January 10, 2024 public information meeting, staff explained the distinction between National Register and local historic district designations, discussed the local designation process and its impacts with property owners and interested members of the public. All meeting attendees had an opportunity to have any questions answered.

**Evidence of the support of the historic district from the owners of 50 percent plus one tax parcel (50% + 1).** Individual ballots (Appendix B) were mailed on March 22, 2024 by City staff to each registered owner of property within the boundaries of the proposed district. These boundaries were suggested by the applicant and evaluated by staff to be in keeping with criteria for local historic district eligibility, as established by City Code and guided by national standards set by the National Park Service. The balloting period remained open for 60 days from the date of mailing, regardless of the number of ballots received in support of initiating an application for local landmark designation.

The response from each tax parcel was counted as one vote. If more than one owner of a tax parcel responded and one or more owners showed opposition/nonsupport, then the property was counted as not supporting the application; each tax parcel (which may be more than one lot) was considered one "property" for purposes of balloting. City-owned tax parcels did not have a vote and were not counted toward the total number of tax parcels. Once a signed ballot was received by the city, the signer's position was not permitted to be changed for the purposes of meeting the requirements of the application minimum.

If a ballot was received with a signature for which no choice was indicated it was not considered a position for purposes of tabulation and remained open until the close of the ballot period. While City Code, allowed for city staff to contact the signer and inform them of the blank status of the received ballot, City staff did not reach out due to unavailability of contact information. However, the signer was permitted to correct a blank ballot to indicate a position before the conclusion of the 60-day balloting window. Ballots that remained blank at the end of the balloting period were counted as a non-response. Each non-response is equivalent to a "do not support" vote.

148 tax parcels are located within the proposed district. After removing six City-owned tax parcels that do not have a vote and do not count toward the total number of parcels, the total came to 142 qualified tax parcels for balloting. Affirmative votes representing at least 72 tax parcels were needed in order to meet the 50 percent plus one tax parcel (50% + 1) threshold. Ballot results were certified on June 7, 2024. 77 votes in support of the district were received. A summary of returns is included in Appendix C of this report. Throughout this process city staff has remained available to answer any questions that owners had about the local designation or the subsequent COA review process.

**An application filed by the six-month deadline from balloting.** A completed Local Landmark Designation Application form was received by city staff on June 14, 2024 and the required fee was received by city staff on July 19, 2024. The application was prepared by Emily Elwyn, Peter Belmont, Manny Leto, Alec Smith, Drexey Smith, Diane Drutowski, Kristen Allukian. The local historic preservation nonprofit Preserve the 'Burg sponsored the application by paying the \$1,000 application fee. The Local Historic Landmark Designation Application narratives and photographic documentation provide evaluations of the

properties within the proposed district and justification for their listing in the St. Petersburg Register of Historic Preservation, see Appendix D.

**CPPC recommendation and City Council Vote.** Once the designation application was marked complete and the fee paid, staff placed the item on the Community Planning and Preservation Commission (CPPC) schedule for **November 12, 2024**, with a tentative City Council first reading set for **November 25, 2024** and a tentative City Council second reading and public hearing on **December 12, 2024**.

Staff analysis of the proposal's merit follows. Additional detail can be found in the designation application (Appendix D) which is accompanied by a narrative regarding the associated owners, architects, builders, and planners for the proposed district. The narrative discusses development of the proposed district and how it was important to the history of St. Petersburg. The narrative provides a justification of the district boundary and how the proposed district appears much the same as it did during the period of significance.

## STAFF FINDINGS

### *Summary*

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. The applicant has argued for a period of significance end date that is under the 50-year threshold due to one building that was constructed approximately 47 years ago. See the *Period of Significance* section later in this report for a more detailed discussion.

Staff recommends **approval** of the attached application for designation of the Mirror Lake Historic District as a resource to be listed in the St. Petersburg Register of Historic Places and concurs with the application's assertion that the subject district satisfies of the following criteria:

- A. Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
- 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.
- 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.

Contributing buildings, objects, and structures were constructed between circa 1912 and the 50-year-old threshold date of 1974, representing a 62-year time span. However, staff recommends a longer period of significance for the district, at a 101-year time span due to documentation of the lake itself, see the *Period of Significance* section later in this report. The architecture of the proposed district covers most of the popular and vernacular styles and types during the 62-year time frame for built structures located in the proposed district. Mediterranean Revival and Mid-Century Modern are the predominant styles, but the district is home to some more rare styles for St. Petersburg, including Beaux Arts and Brutalist. The

vernacular building types, frame and masonry, do not necessarily reference a formal architectural style, but are demonstrative of local building practices and materials of their era. The proposed district is united by Mirror Lake and the surrounding park at the center and has retained a number of historic landscape features, such as brick streets, granite curbs, hexagonal concrete block sidewalks, and mature trees along with other objects like signs, walls, a fountain and recreational courts.

The subject district features contributing historic resources that can be generally attributed to the following developmental periods:

- Early settlement & boom-era resources constructed between the time the area was originally settled and developed to the “bust” of the late 1920s and leading up to the Great Depression. This group includes the lake and surrounding park, early multi-family, schools, churches, the library and the early structures of the St. Petersburg Lawn Bowling Club, St. Petersburg Shuffleboard Club & St. Petersburg Chess Club.
- Depression-era resources, which were constructed between circa 1930 – 1941. This group includes the Carmarwin Apartments original structure, 248 Mirror Lake Dr N, 250 Mirror Lake Dr N, the single car garage at 745 2<sup>nd</sup> Ave N, and additional recreation spaces at the St. Petersburg Shuffleboard Club.
- Post-World War II resources, which were constructed between 1946 and the end of the district’s period of significance in 1974. These resources typically exhibit Mid-Century Modern, or other modern influences. This group includes the Pinellas County Judicial Building, a church addition, additions to the Carmarwin Apartments, the Lake Palms Apartment Co-op and signs and features in Mirror Lake Park.

### **Narrative Description and Historical Context**

The Local Historic Landmark Designation Application (Appendix D) provides an overview historical context for the proposed district prior to and during the period of significance. The Mirror Lake area grew up or developed alongside the city, in fact this area’s development pre-dates the town and later City of St. Petersburg. The development of the area around Mirror Lake follows the ebbs and flows of the settlement of St. Petersburg and the state of Florida. Initial settlement in this area is largely due to the nearby location of a fresh water source. Later once the city acquired the land surrounding the lake, the footprint of the lake would be reconfigured with some swamp land being filled in. A park was created surrounding the lake and the area started to emerge as a recreation and civic center.

A fair amount of the area around the lake consisted of single-family residential in the early to mid-20<sup>th</sup> century, see Sanborn Fire Insurance Maps in the application (Appendix D). Over the years, less and less single family residential would be added and much of it would be removed to be replaced by other, typically more intense development. The few remaining single family, or former single-family buildings converted for other use, that exist in this area today are a link to this early development pattern. In its early development, Mirror Lake also had some multi-family residential; this development type would see an increase with post-war construction as Mirror Lake along with St. Petersburg became a winter tourist destination. During the mid-century the recreation and entertainment areas surrounding Mirror Lake would see increased use and development to accommodate that. In the 1960s and 1970s the parcels to the southeast of the lake would see further civic development with the construction of the Sebring Building (demolished) in 1970 which was utilized by various state agencies and the Pinellas County Judicial Building in 1968 – 1970.

### *Existing Conditions*

The application (Appendix D) includes thorough research on the proposed district. The subject district contains 148 tax parcels, many of which belong to the three multi-family properties in the proposed district

(701 Mirror Lake Condos, Lake Palms Apartments Co-Op and The Mirror Condos). The major land uses of the parcels consist of government, multi-family, church, and general office. Some parcels are vacant or part of a right-of-way. Government, civic and recreational uses account for the majority of the land use in the proposed district. There are a few ancillary buildings – primarily detached garages and garage apartments in the proposed district. Individual parcel sizes vary greatly. Some alleys remain in the area, most of which are located in the south and west portion of the district. The overall focus of the area is the lake and park.

The proposed district includes two designated individual National Register Landmarks, the St. Petersburg Lawn Bowling Club and the St. Petersburg Public Library at Mirror Lake or the Carnegie Library. The proposed district includes four designated local landmarks, the St. Petersburg High School at Mirror Lake (HPC #98-01), the St. Petersburg Shuffleboard Club (HPC #94-01), the St. Petersburg Lawn Bowling Club (HPC #93-01) and the St. Petersburg Carnegie Library (HPC #90-02). The proposed district includes three structures that are potentially eligible for landmark status, the Tomlinson Adult Education Center or the St. Petersburg Junior High School, the Unitarian Universalist Church and the Lyceum or Mirror Lake Christian Church.

### *Period of Significance*

The applicant has proposed a period of significance that ranges from 1900 - 1977. Due to Mirror Lake being a contributing resource to the district, it can be argued that the period of significance should relate back to the lake itself. The lake would have pre-dated American or European settlement in the area and as such would have provided fresh water to indigenous people. The area around Mirror Lake, originally Wier Lake then Reservoir Lake, was settled as early as 1876 when H.A. Wier from Ohio settled on 40 acres west and north of the lake.<sup>1</sup> This provides a clear, documented settlement date for property on the lake which precedes the commonly referenced establishment of St. Petersburg with the arrival of the railroad in 1888.<sup>2</sup>

Concerning the period of significance end date, the applicant suggests a year that is under the 50-year threshold due to one building in the proposed district, the Sunshine Center. The original section of the Sunshine Center was constructed approximately 47 years ago in 1977, designed by M. Winfield Lott, a prolific local architect, and is an example of modernism. This structure was purpose built to be senior center and designed to be functional for those who would most utilize the space. In 1982, the Sunshine Center was expanded. Due to the Sunshine Center's strong ties to entertainment & recreation, social & cultural heritage of the city, use as a civic/government facility and identification as the work of an architect that influenced the development of the St. Petersburg in the mid-century, it could be argued that an exception from the 50-year age test as listed in the ordinance, should be made. However, staff has modified the period of significance end date to 1974, to align with the 50-year mark required by the City Code section 16.30.070.2.5.D.

### *Boundary Justification*

The boundary proposed by the applicants encompasses a compact area in a roughly 200 ft radius of Mirror Lake Park. The proposed district consists of intact lower density historic resources that help tell the story of the evolution of St. Petersburg as a winter tourist destination. Resources include buildings, sites, objects, and structures that support residential, commercial, governmental, religious and recreational uses. Structures, other than buildings, include shuffleboard courts, shuffleboard grandstands, and lawn bowling courts. Objects include walkways, monuments, signage associated with Mirror Lake Park, public sculpture, the lake fountain, historic brick streets, granite curbing, and hex-block sidewalks. For the most part, the

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<sup>1</sup> John A. Bethell, *History of Pinellas Peninsula*. (St. Petersburg, FL: Press of the Independent Job Department, 1914), 29.

<sup>2</sup> Raymond Arsenault, *St. Petersburg and the Florida Dream: 1888 – 1950* (Norfolk, VA: The Donning Company, 1988), 57.

buildings in the proposed district face the central lake and park. The applicant states that outside the proposed 200 ft boundary, there is less of a concentration of intact historic resources.

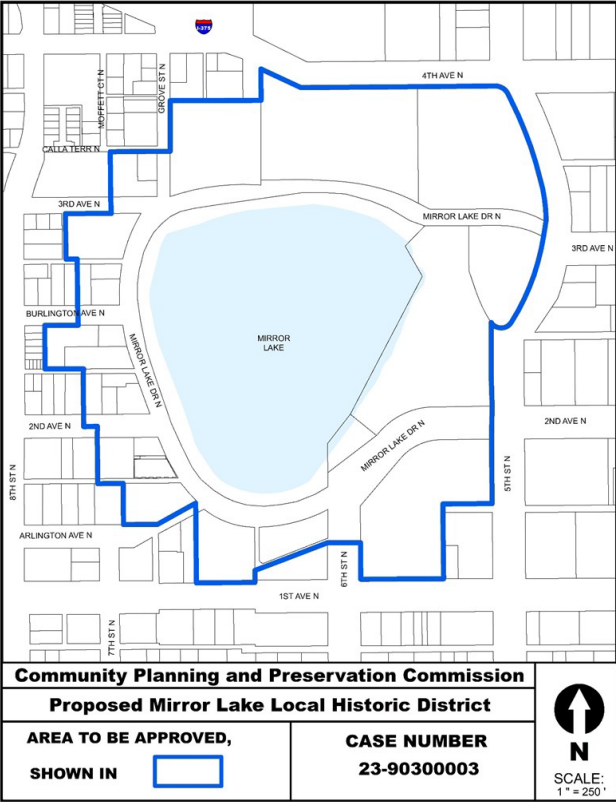


Figure 1: Proposed boundaries

*Contributing Properties*

Historic districts generally contain properties that are listed as either contributing, meaning that they add to the district’s historic significance, or noncontributing, meaning that they lack historic integrity, were constructed outside of the period of significance or are vacant at the time of designation. Of the primary properties within the subject district, staff recommends that the following be designated as contributing properties. Some of these properties include multiple structures or objects, such as the St. Petersburg Shuffleboard Club.

Contributing Properties					
Address	Historic Resource Name	Year Built	Style	Other Structures/ Alterations, if known	FMSF No.
<b>5<sup>th</sup> Street North</b>					
150 5 <sup>th</sup> St N	Pinellas County Judicial Building/ St. Petersburg Judicial Building	1968-1970	Brutalist		PI12934

<b>Contributing Properties</b>					
<b>Address</b>	<b>Historic Resource Name</b>	<b>Year Built</b>	<b>Style</b>	<b>Other Structures/ Alterations, if known</b>	<b>FMSF No.</b>
280 5 <sup>th</sup> St N/300 5 <sup>th</sup> St N	Mirror Lake Library	1915	Beaux Arts	Addition, 1951; Addition, 1956	PI00285
<b>Grove Street North</b>					
302 Grove St N/737 3 <sup>rd</sup> Ave N	First Christian Church	c. 1926	Mediterranean Revival		PI10333
308 Grove St N	Twiss Apartments/ LaFayette Court	1920	Masonry Vernacular		PI10375
<b>Mirror Lake Dr N</b>					
Mirror Lake Dr N	Mirror Lake and Mirror Lake Park			Signs, Plaques Fountain, Walls, Landscape Features	PI10394
100 Mirror Lake Dr N/715-719 Arlington Ave N	Mirror Lake Unitarian Universal Church	1929	Mission Revival	Bldg 2, 1953. Bldg 3/Addition, 1967.	PI03052
200 Mirror Lake Dr N		c. 1950	Masonry Vernacular		PI10557
216 Mirror Lake Dr N		c. 1918	Frame Vernacular		PI10558
230 Mirror Lake Dr N	Carmarwin Apartments	c. 1954	Mid-Century Modern	Addition, 1963.	
248 Mirror Lake Dr N		1942	Mediterranean Revival		PI10559
250 Mirror Lake Dr N		1936	Mediterranean Revival	Accessory building, 1918, stone	PI03100



<b>Contributing Properties</b>					
<b>Address</b>	<b>Historic Resource Name</b>	<b>Year Built</b>	<b>Style</b>	<b>Other Structures/ Alterations, if known</b>	<b>FMSF No.</b>
				veneer added in 1936, contributing.	
296 Mirror Lake Dr N	St. Petersburg Junior High /Tomlinson Adult Education Center	c. 1923	Mediterranean Revival		PI00265
701 Mirror Lake Dr N	St. Petersburg High School - Mirror Lake	c. 1918	Mediterranean Revival		PI00286
<b>1<sup>st</sup> Avenue North</b>					
647 1 <sup>st</sup> Ave N	YWCA	1951	Mid-Century Modern	Addition, 1963; Alteration, 1969	
<b>2<sup>nd</sup> Avenue North</b>					
745 2 <sup>nd</sup> Ave N		c. 1912	Frame & Masonry Vernacular	2-story multi-family at rear, 1919, contributing; 1-story concrete block 1-car garage, 1938, contributing	PI10427
<b>4<sup>th</sup> Avenue North</b>					
536 4th Ave N	St. Petersburg Lawn Bowling Club (Property also contains Sunshine Center)	1918	Frame Vernacular & Mediterranean Revival	Clubhouse additions in 1923, 1928 & 1933. Accessory Buildings (2), Rinks, Awnings, Walkways	PI00751

<b>Contributing Properties</b>					
<b>Address</b>	<b>Historic Resource Name</b>	<b>Year Built</b>	<b>Style</b>	<b>Other Structures/ Alterations, if known</b>	<b>FMSF No.</b>
536 4th Ave N/538 4th Ave N/559 Mirror Lake Dr N	St. Petersburg Chess Club	1922	Tudor Revival	Shuffleboard Club Bldg 1, c.1927; Shuffleboard Club Bldg 2, c.1929, Shuffleboard Club Bldg 3, c.1932, Shuffleboard Club Bldg 4, c.1932, Shuffleboard Club Bldg 6, c.1929, Shuffleboard Club Bldg 7, c.1941, Site features are courts, grandstand, walkways and sign.	PI10346
	St. Petersburg Shuffleboard Club	1927	Mediterranean Revival, Tudor Revival, Masonry Vernacular		PI00750, PI10419, PI10420, PI10421, PI10422, PI10424, PI10425
<b>Burlington Avenue North</b>					
750 Burlington Ave N	Lake Palms Apartment Co-op	c. 1956	Mid-Century Modern		

One property listed above as contributing, 647 1<sup>st</sup> Ave N, has been altered. This former YWCA building built in 1951 has been modified with a large addition in 1963 and alterations to the building in 1969. These additions and alterations were made during the period of significance and the essential form, design and many features such as windows, doors and building projections can still be recognized.

#### *Noncontributing Properties*

Noncontributing properties are buildings, objects, or sites that exist within the boundaries of a proposed historic district at the time of its evaluation but do not add to its historic significance, either because of construction dates that are not in the period of significance, because of a loss of historic integrity resulting from alterations or are vacant. For the purposes of future evaluation through the Certificate of Appropriateness process, changes to noncontributing properties will be reviewed based on potential effect to the district.

The below noncontributing properties include resources constructed after the Period of Significance and vacant parcels. This list accounts for ten properties/parcels, and one additional building on a larger, shared parcel.

<b>Noncontributing Properties</b>		
<b>Street Address</b>	<b>Parcel #</b>	<b>Year Built</b>
0 Mirror Lake Dr N	19-31-17-00000-240-0100	Vacant
0 Mirror Lake Dr N	19-31-17-74466-098-0040	Vacant/Parking Lot
0 Mirror Lake Dr N	19-31-17-14706-000-0080	Vacant
132 Mirror Lake Dr N	19-31-17-48654-004-0010	Condo ROW
132 Mirror Lake Dr N	19-31-17-58210-000-0001 19-31-17-58209-000-0001	2019
180 Mirror Lake Dr N	19-31-17-48654-004-0011	1999
525 Mirror Lake Dr N	19-31-17-00000-210-0300	Under Construction
0 2 <sup>nd</sup> Ave N	19-31-17-48654-001-0020	Vacant
0 2 <sup>nd</sup> Ave N	19-31-17-48654-004-0020	Vacant/Parking Lot
536 4th Ave N, specifically the Sunshine Center on the center east side & parking lot on the south side	19-31-17-58213-001-0010 (only the Sunshine Center on the center east side portion of the parcel & southern parking lot)	1977, 1982, outside of period of significance
0 Burlington Ave N	19-31-17-14706-000-0060	Vacant

One property, the Sunshine Center, is outside the ordinance required 50-year age requirement thus staff placed it on the noncontributing properties list; this building is part of a larger parcel/property at 536 4th Ave N of which the St. Petersburg Lawn Bowling Club is part. Rather than split the parcel into contributing and non-contributing, the entire parcel will be marked as contributing to the local district similar to the National Register district. Both contributing and non-contributing structures on this site will require COA review if the local district is approved. Staff will base its review considerations on the building, i.e. COA reviews for the Sunshine Center will be treated the same as other non-contributing structures in the district and the St. Petersburg Lawn Bowling Club structure will be treated the same as other contributing structures in the district. See the *Period of Significance* section earlier in this report for more information.

*Differences in Contributing and Noncontributing Properties in the Proposed Local District vs. National Register District*

The Downtown St. Petersburg National Register Historic District was completed in 2004. At that time any structure that was built after 1954 would not have reached the 50-year threshold, which is typically the age that is considered to be the earliest that something can be considered historic. In the Downtown St. Petersburg National Register Historic District 750 Burlington Ave N (Lake Palms Apartments) and 647 1st Ave N (YWCA) with its additions and alterations were both less than 50 years old and were considered

non-contributing to the national register district. The 50-year age cut off for this proposed local district in 2024 is 1974, thus the above-mentioned two properties are considered to be contributing at this time, see earlier discussion regarding the YWCA building in the *Contributing Properties* section.

## Historic Significance and Satisfaction of Eligibility Criteria

### *Criteria for Significance*

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 listing under criteria A, D, E, F, G and H. Staff agrees with the proposed listing criteria, depicted in the chart below:

<i>Is at least one of the following criteria for eligibility met?</i>		
Yes	A	<b>Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.</b>
No	B	Its location is the site of a significant local, state, or national event.
No	C	It is identified with a person who significantly contributed to the development of the city, state or nation.
Yes	D	<b>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.</b>
Yes	E	<b>Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.</b>
Yes	F	<b>It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.</b>
Yes	G	<b>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.</b>
Yes	H	<b>Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.</b>
No	I	It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation.

The applicant included the area of significance to be architecture, community planning and development, entertainment & recreation, and social history. For the most part, these are the same that were listed in the Downtown St. Petersburg National Register Historic District designation.

### *Architecture*

The proposed district contains a wide variety of architectural styles, the majority of which are highly intact examples. For some of the structures that have been modified, changes took place during the proposed period of significance thus those modifications have taken on a historic status of their own having reached

the 50-year mark. Some of the architectural styles found in the proposed district such as Beaux Arts and Brutalist are extremely rare in St. Petersburg. The Brutalist style Pinellas County Judicial Building, building, designed by Glenn Q. Johnson won the Institutional Buildings category award from the Architects Building Award Program in 1975.<sup>3</sup> The judicial building is also recognized as one of Fifty Flagship Structures by the University of Florida in its *Florida's Mid-Century Modern Architecture (1945-1975)* publication from 2018.<sup>4</sup> The Beaux Arts Mirror Lake Library was an early example of this style in the city.<sup>5</sup>

*Community Planning and Development*

As discussed in the application, the Mirror Lake area was influenced by the City Beautiful Movement. John Nolen, a well-known landscape architect and city planner, developed a city plan in the early 1920s which highlighted that “Mirror Lake is the outstanding natural feature; close to what will be the future business center of the city”.<sup>6</sup> But before all that, the lake offered freshwater for the growing town and served as a natural resource for anyone settling or passing through the area.

*Entertainment & Recreation and Social History*

The area around Mirror Lake offered a respite from the bustle of the surrounding city from the very beginning; historic images show swimmers on the lake. The plentiful sunshine and pleasant weather found in St. Petersburg offered not just an excellent place for baseball but for other formal outdoor recreation activities. After the city acquired land and reconfigured the lake and created a more formal park and road surrounding it, formal spaces for recreation emerged in the area such as those for roque, chess, shuffleboard and lawn bowling. The construction of the library and YWCA on land surrounding Mirror Lake further cemented its position as an entertainment and recreational spot in the growing city.

**Historic Integrity**

Under the second part of the two-part assessment of eligibility for designation as a historic landmark, staff suggests that the subject district retains integrity in six of seven given criteria, surpassing the requirement of one or more. This differs from the applicant’s contention in the application that seven of the seven factors of integrity are met. Association accounts for the difference. Association is defined by the code as *the direct link between an important historic event or person and a historic property*. While some, not all, of the properties in the proposed district have a direct link to a locally or nationally significant architect or builder, many structures are vernacular in nature and do not have that association. It is more difficult for a district to meet the association integrity factor than an individual resource due to the number of resources. Unless there is a historically significant event that took place in the entirety of the proposed district or most all of the resources in the proposed district were part of a specific development built or designed by the same person then in staff’s opinion this factor is difficult to meet and is not met overall in the proposed district.

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

<sup>3</sup> Charles Benbow, “Judicial Building is design winner,” *St. Petersburg Times*, May 25, 1975, 106.  
<sup>4</sup> “Florida’s Mid-Century Modern Architecture (1945-1975).” *University of Florida*, October 2018, 75.  
<sup>5</sup> City of St. Petersburg, Florida. “Historic Designation of Mirror Lake Library (HPC #90—02)”. Local Landmark Designation Staff Report, 1990.  
<sup>6</sup> “Through Eyes of Tomorrow, Nolen, Planner, Glimpses Vision of ‘City That Could Be’ on Pinellas Peninsular,” *St. Petersburg Times*, April 1, 1923, 13.

*Location*

Properties within the proposed district remain in their original locations.

*Design*

The form, plan, and spaces of the district overall has been preserved. The majority of the buildings, sites, objects and structures in the proposed district have maintained their historic design/appearance.



**Figure 2: March 12, 1926, Skyline over Mirror Lake**  
Courtesy, Tampa-Hillsborough County Public Library System

*Setting*

While there are many changes that have taken place outside the proposed district, the natural focus of this district is inward, toward the lake and park. The lake, park and the contributing properties appear much as they did in the earlier development of the area and comprises an intact historic recreation and civic focused area of the city.

*Materials*

Although some individual properties have seen alterations and changes, such as siding and window replacement, building additions, etc., the district as a whole still retains a significant amount of historic material.

*Workmanship*

Workmanship, as defined by the ordinance, is the physical *evidence of the crafts of a particular culture or people during any given period in history or prehistory*. The proposed Mirror Lake Historic District serves as physical evidence of crafts people during the time period from the earliest remaining structure in the district (1912) to the end of the period of significance. Historic construction techniques that were accessible or popular in the various eras are demonstrated in the proposed district. Construction techniques in the area are evidenced by some of the hand-laid brick streets and alleys that remain, and the poured concrete scored or shaped to look like rainbows or sunbursts.

### *Feeling*

The district's feeling, or its *expression of the aesthetic or historic sense of a particular period of time*, is very much still intact. The peace and tranquility of the lake and the park provide a reprieve from the bustle of city life, much as it has done for years. The height of the pre- and post-war winter visitors and the popularity of the outdoor recreation that was generated can still be felt. Today, citizens are still going about their business in and out of civic and general office buildings.

### **Character-Defining Historic Features**

In addition to the architectural significance of each property, the proposed Mirror Lake Historic District's overall significance is enhanced by elements that unite its resources, including:

- An overall recreation and entertainment focus centered on the lake and park.
- Smaller scale multi-family residential.
- Small to mid-scale office, government, civic, and religious structures.
- Mature landscape such as trees, and landscape features such as fountains, walkways and walls.
- Objects such as signs and recreational courts.
- Historic streetscape materials throughout the district, including hexagonal concrete block sidewalks, granite curbs, and brick streets.

### **RESULTS/IMPACT OF DESIGNATION**

The designation of historic landmarks protects and enhances St. Petersburg's historic character, fulfills the City's goals as a Certified Local Government, and reinforces a strong sense of place. The benefits of designation include increased heritage tourism through the maintenance of the historic character and significance of the city, as well as some relief from the requirements of the Florida Building Code and FEMA regulations.

The proposed district is located entirely within an area already designated National Register historic district. Due to this, tax incentives, such as the local ad valorem tax exemption may be available to property owners as well as a federal tax credit for qualified rehabilitation projects for specific types of properties.

The additional listing at the local level being sought by this nomination will provide the proposed district an additional degree of protection against unnecessary demolition and unsympathetic alterations and infill construction through design review process facilitated by staff of the Urban Planning and Historic Preservation Division and under the direction of the Community Planning and Preservation Commission. This process, which results in the issuance of Certificates of Appropriateness (COAs), is required in addition to any other building permits required by law. Only exterior modifications are reviewed through the COA process. COA reviews are guided by City Code Section 16.30.070 and by *St. Petersburg's Design Guidelines for Historic Properties*, which are based on principals set forth by the National Park Service through the *Secretary of the Interior's Guidelines for Rehabilitation*. The documentation of properties' history, current conditions and character defining features, will serve as guides for future decisions.

### **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 district 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 district landmark designation is consistent with the following objectives:

- Objective LU10:** 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.
- 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, the Historic and Archaeological Preservation Overlay section of the Land Development Regulations and Comprehensive Plan policies.

### RECOMMENDATION

Based on a determination of the submitted designation application's general consistency with Section 16.30.070.2.5(D) staff recommends **APPROVAL** of the request to designate the Mirror Lake Historic District, as a local historic landmark, thereby referring the application to City Council for first reading and second reading with public hearing.

### BIBLIOGRAPHY

- Arsenault, Raymond. *St. Petersburg and the Florida Dream: 1888 – 1950*. Norfolk, VA: The Donning Company, 1988.
- Benbow, Charles. "Judicial Building is design winner," *St. Petersburg Times*, May 25, 1975, Newspapers.com.
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- City of St. Petersburg, Florida. "Historic Designation of Mirror Lake Library (HPC #90—02)". Local Landmark Designation Staff Report. On file, 1990.
- City of St. Petersburg, Florida. "Kenwood Section – Southwest Central Kenwood Local Historic District". Local Landmark Designation Staff Report. On file, 2021.
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- "Through Eyes of Tomorrow, Nolen, Planner, Glimpses Vision of 'City That Could Be' on Pinellas Peninsular," *St. Petersburg Times*, April 1, 1923, Newspapers.com.



Report Approved By:



9/4/2024

---

**Derek S. Kilborn, Manager**  
Urban Planning and Historic Preservation Division  
Planning and Development Services Department

Date

**APPENDIX A: PUBLIC INFORMATION  
MEETING NOTICE**

January 10, 2024



# INFORMATION MEETING

## POTENTIAL DESIGNATION OF A LOCAL HISTORIC DISTRICT AT MIRROR LAKE

<b>REQUEST:</b>	This is a letter of notice regarding an upcoming public information meeting. The purpose of the meeting is to discuss the potential submission of a citizen-initiated application for designation as a local historic district and listing in the St. Petersburg Register of Historic Places.  The proposed district includes all parcels within 200 feet of Mirror Lake Park and with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North, as shown on the attached map.
<b>FILE NO:</b>	23-90300003
<b>FILE NAME:</b>	Mirror Lake Local Historic District
<b>DATE:</b>	<b>Wednesday, January 10, 2024</b>
<b>TIME:</b>	<b>6:30 p.m.</b>
<b>PLACE:</b>	Sunshine Senior Center, 330 5 <sup>th</sup> St N, St. Petersburg, FL 33701
<b>MORE INFO:</b>	<b>For procedural questions and to register your email address for future updates:</b> Urban Planning & Preservation Division <a href="mailto:history@stpete.org">history@stpete.org</a> , (727) 551-3259 <b>Citizen applicants:</b> Drexey Smith Rita Sewell Diane Drutowski Kristin Allukian

The City of St. Petersburg has received a citizen-initiated request to consider local historic district designation for a portion of the Mirror Lake neighborhood. The historic significance of this area was previously recognized through the 2004 listing of the Downtown St. Petersburg Historic District in the National Register of Historic Places.

**Public Information Meeting.** Ownership records indicate that you are an owner of property located within the subject area proposed for consideration. The meeting referenced above will be an opportunity to learn about the process and impacts of local historic district designation and have questions or concerns addressed. No votes regarding the pursuit of designation will take place at this meeting; an official application for designation can only follow a balloting process prescribed by City Code.

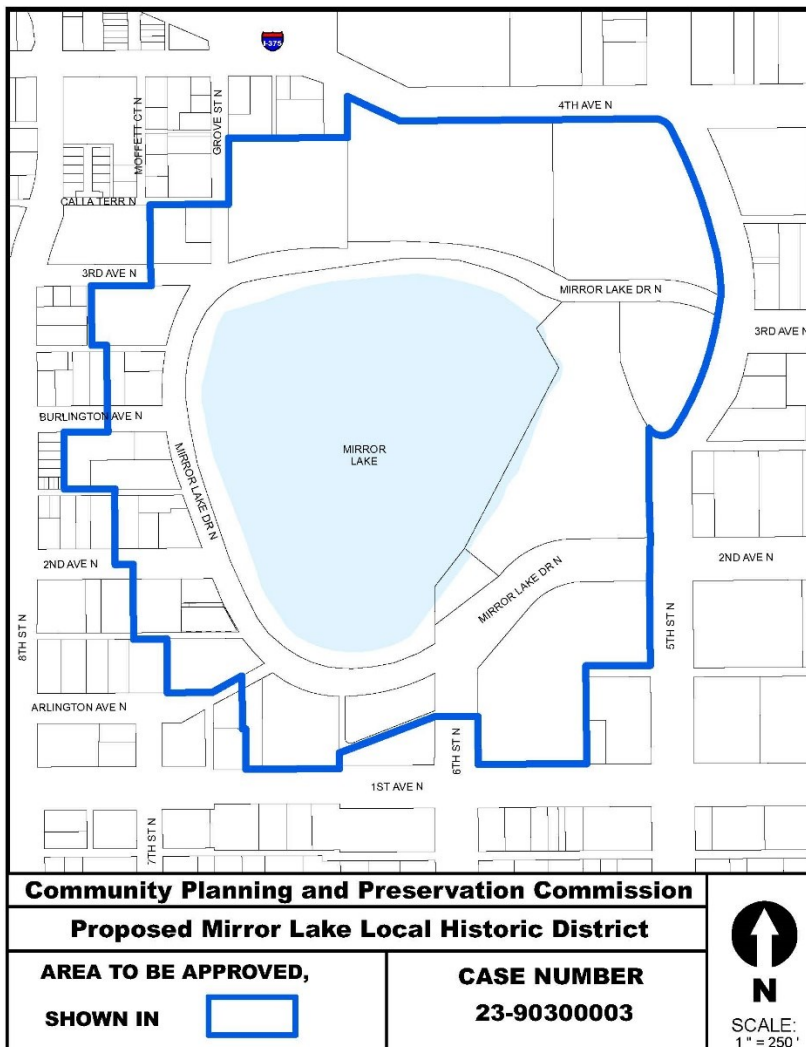
**Balloting.** Following the public information meeting, ballots will be issued by direct mail to all registered owners of property within the proposed designation boundary. The issuance of ballots must occur no less than 15-days and no more than 90-days after the public information meeting. The balloting period shall remain open for 60 days after the date of mailing regardless of the number of ballots received in support of the application. Votes in support of the application's initiation must be received from the registered owners representing 50% plus one of the subject tax parcels.

**Application.** If affirmative ballots exceed the minimum threshold required by City Code for initiating a designation application, the citizen-applicant(s) must officially file within six months of a determination by the City certifying the results of the balloting process. In addition to the ballot results, the citizen applicants are required to submit a written narrative describing the justification for the formation of the historic district based on the criteria for designation, a written description of the boundaries of the district, a list of contributing and non-contributing resources within the proposed district, and an application fee.

**Public Hearings.** If a sufficient number of votes supporting initiation of the application are received, two public hearings will then be held as part of the designation process:

- **CPPC Public Hearing.** One advertised public hearing will be scheduled with the CPPC. The CPPC must conduct a public hearing and determine whether the application meets one or more of the nine criteria outlined in City Code [Section 16.30.070.2.5.D.1](#), plus one or more of the seven factors of integrity, with condition, outlined in City Code [Section 16.30.070.2.5.D.2](#). The CPPC will then vote to make its recommendation to the City Council.
- **City Council Public Hearing.** One advertised public hearing will be scheduled with the City Council, following the CPPC public hearing. The City Council must conduct a public hearing, review the CPPC’s recommendation, and determine whether the application meets one (1) or more of the nine criteria outlined in City Code [Section 16.30.070.2.5.D.1](#), plus one or more of the seven factors of integrity, with condition, outlined in City Code [Section 16.30.070.2.5.D.2](#). In addition to the criteria for designation, City Council may also consider the relationship of the proposed designation to the existing and future plans for the development of the City.
  - If the CPPC recommends *for* district designation, then a simple majority vote of the City Council is required to approve the application, regardless of whether a property owner located within the district boundary is opposed to the district designation.
  - If the CPPC recommends *against* district designation, then a supermajority vote of the City Council is required to reverse the CPPC recommendation and approve the application.

The public will have an opportunity to speak at each hearing. Owners of property within and adjacent to the proposed district (within 300-feet) will be notified to the exact time and date of each hearing as it approaches. If the application is successful and the local historic district is designated, future changes to the properties within the district will be guided by *St. Petersburg’s Design Guidelines for Historic Properties*.



The City’s official webpage will be updated with information relating to this request. If you have questions/comments or would like more information but cannot attend the meeting, please visit, write, or call this office: Urban Planning and Historic Preservation, Municipal Services Center, Eighth Floor, One 4<sup>th</sup> Street North, St. Petersburg, Florida, 33701. Telephone (727) 551-3259 or email [history@stpete.org](mailto:history@stpete.org).

**For more information:  
[stpete.org/mirrorlake](http://stpete.org/mirrorlake)**



# APPENDIX B: SAMPLE BALLOT



# OFFICIAL BALLOT

Ballot Issued on Friday, March 22, 2024

Must be returned or postmarked on or before Tuesday, May 21, 2024

I, \_\_\_\_\_, (Print One Name Per Ballot) owner of the property located at \_\_\_\_\_, (Street Address or Parcel ID No.) St. Petersburg, Florida 33701,

**SUPPORT**

**DO NOT SUPPORT**

the initiation of an application for designation of the *Mirror Lake Local Historic District* in the St. Petersburg Register of Historic Places. The proposed Mirror Lake Local Historic District generally includes Mirror Lake Park, and the parcels within 200 feet of Mirror Lake Park with frontages along Mirror Lake Drive North, Burlington Avenue North, Grove Street North, 4th Avenue North, and 5th Street North, as shown on the enclosed map.

A forged signature is an illegal signature that may be prosecuted; the City of St. Petersburg reserves the right to verify signature authenticity with the ballot recipient.

\_\_\_\_\_  
(Signature)

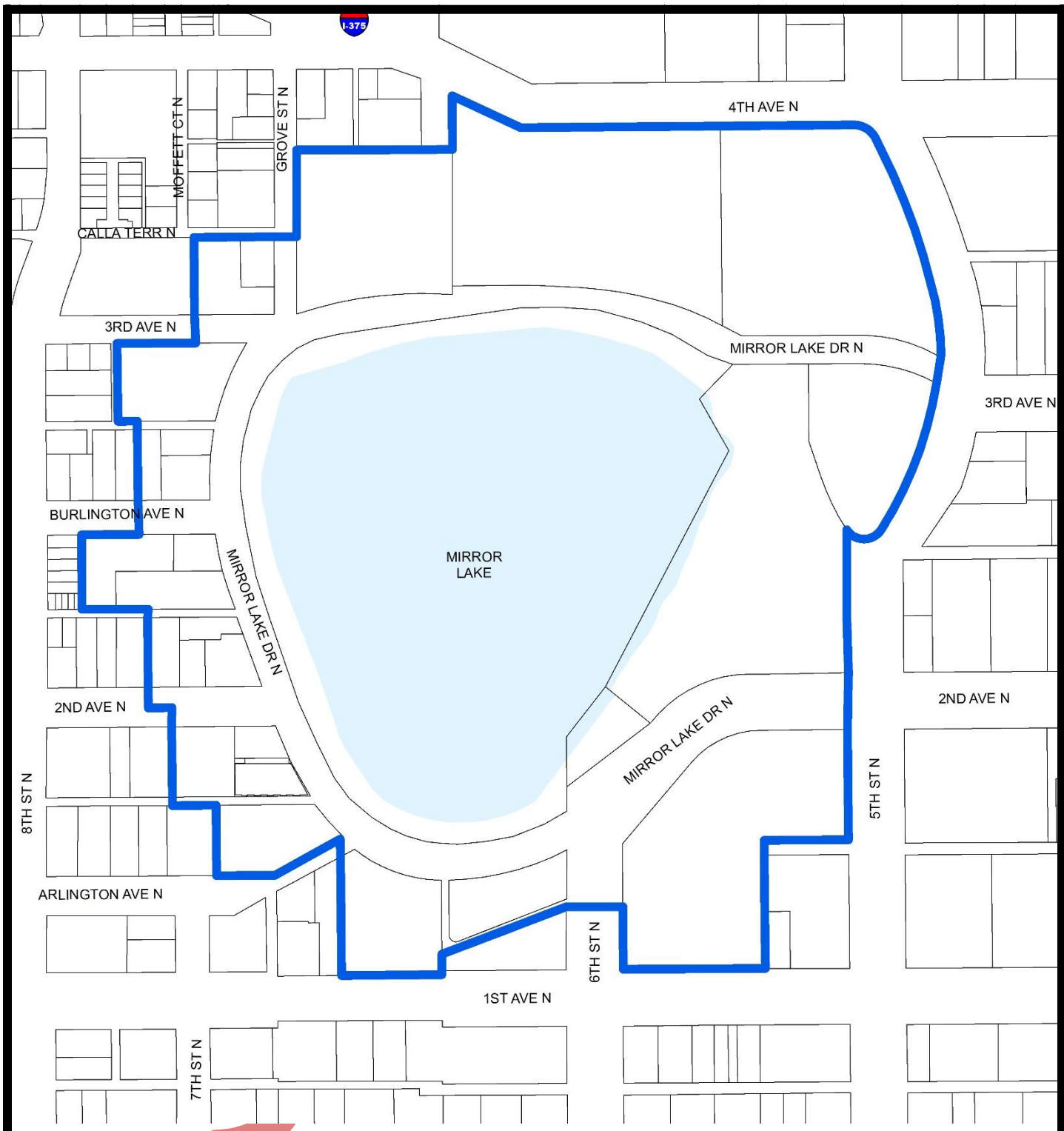
\_\_\_\_\_  
(Date)

### Ballot Instructions for File No. 23-90300003:

Please mark a position, sign, and return this ballot on or before **Tuesday, May 21, 2024**. The ballot may be returned as follows:

- Mailed to:  
Official Ballot, Mirror Lake Local Historic District  
Urban Planning and Historic Preservation Division  
PO Box 2842  
St. Petersburg, FL 33731-2842
- Delivered in person to:  
Urban Planning and Historic Preservation Division  
8<sup>th</sup> Floor of the Municipal Services Center  
One Fourth Street North  
St. Petersburg, FL 33701

Date Stamp



## More Information: [stpete.org/mirrorlake](https://stpete.org/mirrorlake)

Website includes the pre-application submission, next steps and procedures, frequently asked questions, interactive maps, and presentation slides from the public information meeting (hosted on January 10, 2024). Documents relating to the City of St. Petersburg's historic preservation program are also included.



# APPENDIX C: SUMMARY OF BALLOT RETURNS



PROPERTY NO.	PARCEL VOTE	BALLOT RESPONSE	DATE RCD	DELIVERY	NAME	STREET NO.	STREET	UNIT	PIN	CATEGORY
1					PINELLAS COUNTY	647	1ST AVE N		193117991800000110	MISCELLANEOUS
2	Support	Support	April 30, 2024	Hand Delivered	UNITARIAN UNIVERSALIST CHURCH OF ST PETE	0	2ND AVE		193117486540040020	VACANT-COMMERCIAL
3			April 12, 2024	Returned Mail	SUNSURE GROUP LLC	0	2ND AVE N		193117486540010020	VACANT-COMMERCIAL
4					SUNSURE GROUP LLC	745	2ND AVE N		193117486540010030	RESIDENTIAL/MULTI-FAMILY
5					PINELLAS COUNTY	150	5TH ST N		193117745200000010	MISCELLANEOUS
6					MIRROR LAKE TRUST	0	BURLINGTON AVE N		193117147060000060	VACANT-COMMERCIAL
					X Y Z 300 LLC TRE	0	BURLINGTON AVE N		193117147060000060	VACANT-COMMERCIAL
7	Support	Support	April 2, 2024	US Mail	BATES, GARY	750	BURLINGTON AVE N	# 1A	193117481700010010	RESIDENTIAL/MULTI-FAMILY
8	Support	Support	April 25, 2024	US Mail	DURICKAS, TERESA M	750	BURLINGTON AVE N	# 1B	193117481700010020	RESIDENTIAL/MULTI-FAMILY
9	Support	Support	May 14, 2024	US Mail	ENGLISH, SHUFINA K	750	BURLINGTON AVE N	# 1C	193117481700010030	RESIDENTIAL/MULTI-FAMILY
10	Support	Support	April 2, 2024	Hand Delivered	HAAN, DOUGLAS CORNEL	750	BURLINGTON AVE N	# 1D	193117481700010040	RESIDENTIAL/MULTI-FAMILY
11	Support	Support	April 29, 2024	US Mail	O'CONNOR, GERALD J	750	BURLINGTON AVE N	# 1E	193117481700010050	RESIDENTIAL/MULTI-FAMILY
					O'CONNOR, ELIZABETH M	750	BURLINGTON AVE N	# 1E	193117481700010050	RESIDENTIAL/MULTI-FAMILY
12	Oppose	Oppose	April 24, 2024	Hand Delivered	GLEN, STEFAN J	750	BURLINGTON AVE N	# 1F	193117481700010060	RESIDENTIAL/MULTI-FAMILY
13	Support	Support	April 5, 2024	US Mail	FOGARTY, ABBY M	750	BURLINGTON AVE N	# 1G	193117481700010070	RESIDENTIAL/MULTI-FAMILY
		Support	April 5, 2024	US Mail	CLAPP, JAMES L	750	BURLINGTON AVE N	# 1G	193117481700010070	RESIDENTIAL/MULTI-FAMILY
14	Support	Support	May 6, 2024	US Mail	GOFF, MAUREEN A	750	BURLINGTON AVE N	# 1H	193117481700010080	RESIDENTIAL/MULTI-FAMILY
15	Support	Support	May 16, 2024	US Mail	LEMON, PATRICE M	750	BURLINGTON AVE N	# 2A	193117481700020010	RESIDENTIAL/MULTI-FAMILY
16	Support	Support	May 6, 2024	US Mail	COYLE, LEONARD P	750	BURLINGTON AVE N	# 2B	193117481700020020	RESIDENTIAL/MULTI-FAMILY
17					WISE, KINNERET HADAR	750	BURLINGTON AVE N	# 2C	193117481700020030	RESIDENTIAL/MULTI-FAMILY
18	Support	Support	May 2, 2024	Hand Delivered	COHN, EVAN	750	BURLINGTON AVE N	# 2D	193117481700020040	RESIDENTIAL/MULTI-FAMILY
19	Support	Support	May 28, 2024	US Mail	POTTS, THOMAS	750	BURLINGTON AVE N	# 2E	193117481700020050	RESIDENTIAL/MULTI-FAMILY
20	Support	Support	April 5, 2024	US Mail	LEUZINGER, LESLIE	750	BURLINGTON AVE N	# 2F	193117481700020060	RESIDENTIAL/MULTI-FAMILY
			April 5, 2024	Returned Mail	CATANIA, ADRIENNE REM	750	BURLINGTON AVE N	# 2F	193117481700020060	RESIDENTIAL/MULTI-FAMILY
21	Support	Support	May 16, 2024	US Mail	SYLVIA, TERRENCE J	750	BURLINGTON AVE N	# 2G	193117481700020070	RESIDENTIAL/MULTI-FAMILY
		Support	May 7, 2024	US Mail	HERR, TARYN	750	BURLINGTON AVE N	# 2G	193117481700020070	RESIDENTIAL/MULTI-FAMILY
22	Support	Support	March 29, 2024	US Mail	THOMAS, SUSAN R	750	BURLINGTON AVE N	# 2H	193117481700020080	RESIDENTIAL/MULTI-FAMILY
23	Support				WALTER, ALAN	750	BURLINGTON AVE N	# 3A	193117481700030010	RESIDENTIAL/MULTI-FAMILY
		Support	April 19, 2024	Hand Delivered	WALTER, KARIN	750	BURLINGTON AVE N	# 3A	193117481700030010	RESIDENTIAL/MULTI-FAMILY
24	Support	Support	May 16, 2024	Hand Delivered	MURPHY, EDMOND GERARD	750	BURLINGTON AVE N	# 3B	193117481700030020	RESIDENTIAL/MULTI-FAMILY
25	Support	Support	May 21, 2024	US Mail	PILLING, BARBARA	750	BURLINGTON AVE N	# 3C	193117481700030030	RESIDENTIAL/MULTI-FAMILY
26	Support	Support	April 2, 2024	Hand Delivered	PETTESCH, ADAM P	750	BURLINGTON AVE N	# 3D	193117481700030040	RESIDENTIAL/MULTI-FAMILY
27	Support	Support	April 4, 2024	US Mail	STEIMLE, CHERYL L	750	BURLINGTON AVE N	# 3E	193117481700030050	RESIDENTIAL/MULTI-FAMILY
		Support	April 4, 2024	US Mail	STEIMLE, GEORGE	750	BURLINGTON AVE N	# 3E	193117481700030050	RESIDENTIAL/MULTI-FAMILY
28	Support	Support	April 22, 2024	US Mail	ROLLINS, PATRICIA K	750	BURLINGTON AVE N	# 3F	193117481700030060	RESIDENTIAL/MULTI-FAMILY
29	Support	Support	April 29, 2024	US Mail	MILLER, MOLLY	750	BURLINGTON AVE N	# 3G	193117481700030070	RESIDENTIAL/MULTI-FAMILY
30			April 10, 2024	Returned Mail	HIGBY, GEORGE	750	BURLINGTON AVE N	# 3H	193117481700030080	RESIDENTIAL/MULTI-FAMILY
31	Support	Support	March 29, 2024	US Mail	BARON, ANDREA J	750	BURLINGTON AVE N	# 4J	193117481700040100	RESIDENTIAL/MULTI-FAMILY
32	Support	Support	April 1, 2024	US Mail	BATES, DIANE	750	BURLINGTON AVE N	# 4K	193117481700040110	RESIDENTIAL/MULTI-FAMILY
					BATES, GARY	750	BURLINGTON AVE N	# 4K	193117481700040110	RESIDENTIAL/MULTI-FAMILY
33	Support	Support	April 1, 2024	US Mail	WELSH, JOSEPH L	750	BURLINGTON AVE N	# 4L	193117481700040120	RESIDENTIAL/MULTI-FAMILY
34	Support	Support	April 18, 2024	US Mail	MAZOR, DEBIGAIL	750	BURLINGTON AVE N	# 4M	193117481700040130	RESIDENTIAL/MULTI-FAMILY
		Support	April 18, 2024	US Mail	GREEN, PEGGY L	750	BURLINGTON AVE N	# 4M	193117481700040130	RESIDENTIAL/MULTI-FAMILY
35	Support	Support	May 10, 2024	US Mail	SMITH, DARLENE A	750	BURLINGTON AVE N	# 4N	193117481700040140	RESIDENTIAL/MULTI-FAMILY
36	Support	Support	April 30, 2024	US Mail	KANE, CHRISTINE	750	BURLINGTON AVE N	# 4P	193117481700040160	RESIDENTIAL/MULTI-FAMILY
37	Support				VAN MESSEL, CHERYL D & BROSS, CHARLES E LIV TRUST	750	BURLINGTON AVE N	# 4Q	193117481700040170	RESIDENTIAL/MULTI-FAMILY
		Support	April 2, 2024	US Mail	BROSS, CHARLES E TRE	750	BURLINGTON AVE N	# 4Q	193117481700040170	RESIDENTIAL/MULTI-FAMILY
					VAN MESSEL, CHERYL D TRE	750	BURLINGTON AVE N	# 4Q	193117481700040170	RESIDENTIAL/MULTI-FAMILY
38	Support	Support	April 5, 2024	US Mail	DREXEY, WILE SMITH TRUST	750	BURLINGTON AVE N	# 5A	193117481700050010	RESIDENTIAL/MULTI-FAMILY
					SMITH, DREXEY WILE TRE	750	BURLINGTON AVE N	# 5A	193117481700050010	RESIDENTIAL/MULTI-FAMILY
39	Support	Support	April 10, 2024	Hand Delivered	LUCKETT, JOSEPH LIVING TRUST	750	BURLINGTON AVE N	# 5B	193117481700050020	RESIDENTIAL/MULTI-FAMILY
					LUCKETT, JOSEPH TRE	750	BURLINGTON AVE N	# 5B	193117481700050020	RESIDENTIAL/MULTI-FAMILY
40	Support	Support	April 8, 2024	US Mail	ANNESE, ANTHONY J JR	750	BURLINGTON AVE N	# 5C	193117481700050030	RESIDENTIAL/MULTI-FAMILY
41	Support	Support	April 2, 2024	US Mail	SEWELL, RITA	750	BURLINGTON AVE N	# 5D	193117481700050040	RESIDENTIAL/MULTI-FAMILY
42	Support	Support	May 16, 2024	US Mail	LAKE PALMS APARTMENTS INC	750	BURLINGTON AVE N		193117481700000001	RESIDENTIAL
43					BRIDGEPOINT CHURCH INC	302	GROVE ST N		193117665280000020	INSTITUTIONAL
44					4TH ST FLATS LLC	308	GROVE ST N		193117665280000040	COMMERCIAL
45	Support	Support	May 13, 2024	Hand Delivered	701 MIRROR LAKE CONDO ASSN	0	MIRROR LAKE DR N		193117803290000001	RESIDENTIAL/MULTI-FAMILY
46					MIRROR LAKE TRUST	0	MIRROR LAKE DR N		193117147060000080	VACANT-COMMERCIAL

46					X Y Z 300 LLC TRE	0	MIRROR LAKE DR N		19311714706000080	VACANT-COMMERCIAL
47	Support	Support	April 30, 2024	Hand Delivered	UNITARIAN UNIVERSALIST CHURCH OF ST PETERSBURG	100	MIRROR LAKE DR N		193117486540040140	INSTITUTIONAL
48	Oppose	Oppose	April 1, 2024	US Mail	NATURAL SMILES OF TAMPA BAY PA	132	MIRROR LAKE DR N	# 101	193117582090001010	RESIDENTIAL/MULTI-FAMILY
49					W J B B MIRROR LAKE DEV LLC	132	MIRROR LAKE DR N	# 201	193117582090002010	RESIDENTIAL/MULTI-FAMILY
50					W J B B MIRROR LAKE DEV LLC	132	MIRROR LAKE DR N	# 301	193117582090003010	RESIDENTIAL/MULTI-FAMILY
51	Oppose	Oppose	April 4, 2024	US Mail	JAMES, GORDON	132	MIRROR LAKE DR N	# 401	193117582100004010	RESIDENTIAL/MULTI-FAMILY
		Oppose	April 4, 2024	US Mail	JAMES, CANDIDA	132	MIRROR LAKE DR N	# 401	193117582100004010	RESIDENTIAL/MULTI-FAMILY
52					WORM, HEIKO R	132	MIRROR LAKE DR N	# 402	193117582100004020	RESIDENTIAL/MULTI-FAMILY
					WORM-HERZNER, MICHAELA	132	MIRROR LAKE DR N	# 402	193117582100004020	RESIDENTIAL/MULTI-FAMILY
53					SARABIA, PEDRO JAVIER	132	MIRROR LAKE DR N	# 403	193117582100004030	RESIDENTIAL/MULTI-FAMILY
					RAMIREZ, CLARA CARLINA	132	MIRROR LAKE DR N	# 403	193117582100004030	RESIDENTIAL/MULTI-FAMILY
54					PITRE, CHRISTOPHER A	132	MIRROR LAKE DR N	# 404	193117582100004040	RESIDENTIAL/MULTI-FAMILY
					AIKENS, STEVEN J	132	MIRROR LAKE DR N	# 404	193117582100004040	RESIDENTIAL/MULTI-FAMILY
55					KANE, TIMOTHY S TRE	132	MIRROR LAKE DR N	# 405	193117582100004050	RESIDENTIAL/MULTI-FAMILY
					KANE, TIMOTHY S LIV TRUST	132	MIRROR LAKE DR N	# 405	193117582100004050	RESIDENTIAL/MULTI-FAMILY
56	Support	Support	May 21, 2024	Hand Delivered	HAYES, ANN M TRE	132	MIRROR LAKE DR N	# 501	193117582100005010	RESIDENTIAL/MULTI-FAMILY
					HAYES, ANN M REV TRUST	132	MIRROR LAKE DR N	# 501	193117582100005010	RESIDENTIAL/MULTI-FAMILY
57					STARLYING HOLDING LIMITED	132	MIRROR LAKE DR N	# 502	193117582100005020	RESIDENTIAL/MULTI-FAMILY
58					ERATH, RICHARD THOMAS	132	MIRROR LAKE DR N	# 503	193117582100005030	RESIDENTIAL/MULTI-FAMILY
59	Support	Support	May 21, 2024	Hand Delivered	HAPPLE, ESTHER	132	MIRROR LAKE DR N	# 504	193117582100005040	RESIDENTIAL/MULTI-FAMILY
60					SUNNY PALMS PROPERTY MGMT LLC	132	MIRROR LAKE DR N	# 505	193117582100005050	RESIDENTIAL/MULTI-FAMILY
61					MIRROR OFFICES CONDO ASSN INC	132	MIRROR LAKE DR N		193117582100000001	RESIDENTIAL/MULTI-FAMILY
62					MIRROR CONDO ASSN INC	132	MIRROR LAKE DR N		193117582090000001	RESIDENTIAL/MULTI-FAMILY
63					W J B B MIRROR LAKE DEV LLC	132	MIRROR LAKE DR N		193117486540040010	MISCELLANEOUS
64	Support	Support	April 1, 2024	US Mail	*****	180	MIRROR LAKE DR N		193117486540040011	COMMERCIAL
65					SUNSURE GROUP LLC	200	MIRROR LAKE DR N		193117486540010010	COMMERCIAL
66					SUNSURE GROUP LLC	216	MIRROR LAKE DR N		193117486540010011	COMMERCIAL
67					LOSER LLC	230	MIRROR LAKE DR N		193117584280040020	COMMERCIAL
68	Oppose	Oppose	May 17, 2024	Hand Delivered	STONE PONY LLC	248	MIRROR LAKE DR N		193117584280040010	COMMERCIAL
69					MIRROR LAKE TRUST	250	MIRROR LAKE DR N		193117147060000070	COMMERCIAL
					X Y Z 300 LLC TRE	250	MIRROR LAKE DR N		193117147060000070	COMMERCIAL
70					PINELLAS BD OF PUB INST	296	MIRROR LAKE DR N		193117090360000170	MISCELLANEOUS
71					FL INT IMP FUND TRE	525	MIRROR LAKE DR N		193117000002100300	MISCELLANEOUS
72	Oppose	Oppose	May 20, 2024	US Mail	MESTON, FREDERICK	701	MIRROR LAKE DR N	# 100	193117803290001000	RESIDENTIAL/MULTI-FAMILY
		Oppose	May 20, 2024	US Mail	MAST, KRISTINE	701	MIRROR LAKE DR N	# 100	193117803290001000	RESIDENTIAL/MULTI-FAMILY
73					ROSS, ROGER	701	MIRROR LAKE DR N	# 101	193117803290001010	RESIDENTIAL/MULTI-FAMILY
74	Support	Support	April 16, 2024	US Mail	KEYES, ANNE MARIE	701	MIRROR LAKE DR N	# 102	193117803290001020	RESIDENTIAL/MULTI-FAMILY
75	Support	Support	May 7, 2024	US Mail	NICKELL, PAMELA S	701	MIRROR LAKE DR N	# 103	193117803290001030	RESIDENTIAL/MULTI-FAMILY
			April 8, 2024	Returned Mail	JENNRICH, ROBIN J REM	701	MIRROR LAKE DR N	# 103	193117803290001030	RESIDENTIAL/MULTI-FAMILY
76	Support				HILL, ALICE	701	MIRROR LAKE DR N	# 104	193117803290001040	RESIDENTIAL/MULTI-FAMILY
		Support	May 2, 2024	Hand Delivered	HILL, NELSON	701	MIRROR LAKE DR N	# 104	193117803290001050	RESIDENTIAL/MULTI-FAMILY
77	Oppose	Oppose	March 29, 2024	US Mail	TAM, SHELLEY LYNN	701	MIRROR LAKE DR N	# 105	193117803290001060	RESIDENTIAL/MULTI-FAMILY
78	Support	Support	April 16, 2024	US Mail	LEVY, ANNE E	701	MIRROR LAKE DR N	# 106	193117803290001070	RESIDENTIAL/MULTI-FAMILY
79	Support	Support	April 4, 2024	US Mail	ALLUKIAN, KRISTIN FELICE	701	MIRROR LAKE DR N	# 107	193117803290001080	RESIDENTIAL/MULTI-FAMILY
80	Support	Support	April 19, 2024	Hand Delivered	WALLACK, CONSTANCE	701	MIRROR LAKE DR N	# 108	193117803290001080	RESIDENTIAL/MULTI-FAMILY
			April 8, 2024	Returned Mail	BABBITT, REBECCA REM	701	MIRROR LAKE DR N	# 108	193117803290001090	RESIDENTIAL/MULTI-FAMILY
81	Support	Support	April 22, 2024	US Mail	PETERSEN, DEBORA G	701	MIRROR LAKE DR N	# 109	193117803290001090	RESIDENTIAL/MULTI-FAMILY
					PETERSEN, JENNY A REM	701	MIRROR LAKE DR N	# 109	193117803290001100	RESIDENTIAL/MULTI-FAMILY
82	Oppose	Oppose	May 2, 2024	US Mail	BAIR, JAMES W	701	MIRROR LAKE DR N	# 110	193117803290001100	RESIDENTIAL/MULTI-FAMILY
		Support	May 2, 2024	US Mail	BAIR, SHIRLEY K	701	MIRROR LAKE DR N	# 110	193117803290001110	RESIDENTIAL/MULTI-FAMILY
83			April 5, 2024	Returned Mail	AULTMAN, TINA S	701	MIRROR LAKE DR N	# 111	193117803290001120	RESIDENTIAL/MULTI-FAMILY
84	Support	Support	May 9, 2024	US Mail	JESTER, JAMES L III	701	MIRROR LAKE DR N	# 112	193117803290001120	RESIDENTIAL/MULTI-FAMILY
			April 5, 2024	Returned Mail	MAZZELLA, LOUIS JOSEPH TRE	701	MIRROR LAKE DR N	# 112	193117803290001120	RESIDENTIAL/MULTI-FAMILY
			April 8, 2024	Returned Mail	MAZZELLA, LOUIS JOSEPH LIV TRUST	701	MIRROR LAKE DR N	# 112	193117803290001130	RESIDENTIAL/MULTI-FAMILY
85	Support	Support	May 16, 2024	US Mail	KEDDY, ELIZABETH WATSON	701	MIRROR LAKE DR N	# 113	193117803290001140	RESIDENTIAL/MULTI-FAMILY
86	Support	Support	May 17, 2024	Hand Delivered	HOWARD, KATHERINE A	701	MIRROR LAKE DR N	# 114	193117803290001150	RESIDENTIAL/MULTI-FAMILY
87	Oppose	Oppose	April 8, 2024	US Mail	BUTLER, TONI BUFFALOW	701	MIRROR LAKE DR N	# 115	193117803290001150	RESIDENTIAL/MULTI-FAMILY
		Oppose	April 8, 2024	US Mail	BUTLER, GEORGE LESELLE	701	MIRROR LAKE DR N	# 115	193117803290001160	RESIDENTIAL/MULTI-FAMILY
88	Support	Support	April 2, 2024	Hand Delivered	CONKLIN, MARY E	701	MIRROR LAKE DR N	# 116	193117803290001170	RESIDENTIAL/MULTI-FAMILY
89	Support	Support	May 16, 2024	US Mail	VLAHOS, KAREN	701	MIRROR LAKE DR N	# 117	193117803290001170	RESIDENTIAL/MULTI-FAMILY
			April 5, 2024	Returned Mail	BALLAND, KATINA SAPOURN REM	701	MIRROR LAKE DR N	# 117	193117803290001180	RESIDENTIAL/MULTI-FAMILY



90					EVER ONWARD INVESTMENTS LLC	701	MIRROR LAKE DR N	# 118	193117803290001190	RESIDENTIAL/MULTI-FAMILY
91	Support	Support	April 8, 2024	US Mail	NORRIS, JACK EDWIN III	701	MIRROR LAKE DR N	# 119	193117803290001200	RESIDENTIAL/MULTI-FAMILY
92					OWEN, JUDITH TRE	701	MIRROR LAKE DR N	# 120	193117803290001200	RESIDENTIAL/MULTI-FAMILY
					OWEN, JUDITH LIVING TRUST	701	MIRROR LAKE DR N	# 120	193117803290001210	RESIDENTIAL/MULTI-FAMILY
93					SLUDER, HUGHLA ANN REV LIVING TRUST	701	MIRROR LAKE DR N	# 121	193117803290001210	RESIDENTIAL/MULTI-FAMILY
					SLUDER, HUGHLA ANN TRE	701	MIRROR LAKE DR N	# 121	193117803290001220	RESIDENTIAL/MULTI-FAMILY
94	Support	Support	April 4, 2024	US Mail	DRUTOWSKI, DIANE	701	MIRROR LAKE DR N	# 122	193117803290002000	RESIDENTIAL/MULTI-FAMILY
95	Oppose	Oppose	May 10, 2024	US Mail	MAHONEY, STEVEN	701	MIRROR LAKE DR N	# 200	193117803290002000	RESIDENTIAL/MULTI-FAMILY
					MAHONEY, KYLE STEVEN REM	701	MIRROR LAKE DR N	# 200	193117803290002010	RESIDENTIAL/MULTI-FAMILY
96	Oppose	Oppose	April 8, 2024	US Mail	BROWN, WILLIAM KEVIN TRE	701	MIRROR LAKE DR N	# 201	193117803290002010	RESIDENTIAL/MULTI-FAMILY
					BROWN, WILLIAM KEVIN TRUST	701	MIRROR LAKE DR N	# 201	193117803290002020	RESIDENTIAL/MULTI-FAMILY
97	Support	Support	April 2, 2024	US Mail	BETH, ALAN L	701	MIRROR LAKE DR N	# 202	193117803290002020	RESIDENTIAL/MULTI-FAMILY
		Unmarked	April 2, 2024	US Mail	STANLAKE, CANDACE J	701	MIRROR LAKE DR N	# 202	193117803290002030	RESIDENTIAL/MULTI-FAMILY
98					SLUDER, HUGHLA ANN REV LIVING TRUST	701	MIRROR LAKE DR N	# 203	193117803290002030	RESIDENTIAL/MULTI-FAMILY
					SLUDER, HUGHLA ANN TRE	701	MIRROR LAKE DR N	# 203	193117803290002040	RESIDENTIAL/MULTI-FAMILY
99	Support	Support	May 7, 2024	Hand Delivered	SNYDER, SCOTT T	701	MIRROR LAKE DR N	# 204	193117803290002040	RESIDENTIAL/MULTI-FAMILY
		Support	May 7, 2024	Hand Delivered	SNYDER, MELINDA K	701	MIRROR LAKE DR N	# 204	193117803290002050	RESIDENTIAL/MULTI-FAMILY
100	Oppose	Oppose	April 1, 2024	US Mail	WEBB, JENILYNN J TRUST	701	MIRROR LAKE DR N	# 205	193117803290002050	RESIDENTIAL/MULTI-FAMILY
					WEBB, JENILYNN J TRE	701	MIRROR LAKE DR N	# 205	193117803290002060	RESIDENTIAL/MULTI-FAMILY
101					MAKARIN, EVGENY	701	MIRROR LAKE DR N	# 206	193117803290002070	RESIDENTIAL/MULTI-FAMILY
102	Support	Support	May 7, 2024	US Mail	COOKE-BUCKLEY, EUNICE V	701	MIRROR LAKE DR N	# 207	193117803290002080	RESIDENTIAL/MULTI-FAMILY
103					VILA, HUNTER	701	MIRROR LAKE DR N	# 208	193117803290002090	RESIDENTIAL/MULTI-FAMILY
104	Oppose	Oppose	April 22, 2024	US Mail	RUSSELL, JEMIE B	701	MIRROR LAKE DR N	# 209	193117803290002100	RESIDENTIAL/MULTI-FAMILY
105	Support				LAWRENCE GROUP DISTRIBUTION LAND TRUST	701	MIRROR LAKE DR N	# 210	193117803290002100	RESIDENTIAL/MULTI-FAMILY
		Support	May 13, 2024	US Mail	KING, CHRISTOPHER J TRE	701	MIRROR LAKE DR N	# 210	193117803290002100	RESIDENTIAL/MULTI-FAMILY
					KING, JACQUELINE M TRE	701	MIRROR LAKE DR N	# 210	193117803290002110	RESIDENTIAL/MULTI-FAMILY
106	Support	Support	May 21, 2024	Hand Delivered	HERTING, ANTOINETTE THERESA	701	MIRROR LAKE DR N	# 211	193117803290002120	RESIDENTIAL/MULTI-FAMILY
107					CALLIDUS MIRROR LAKE LLC	701	MIRROR LAKE DR N	# 212	193117803290002130	RESIDENTIAL/MULTI-FAMILY
108	Support	Support	April 8, 2024	US Mail	ABELSON, DAVID	701	MIRROR LAKE DR N	# 213	193117803290002140	RESIDENTIAL/MULTI-FAMILY
109	Support	Support	March 28, 2024	Hand Delivered	MERCED, RAQUEL D	701	MIRROR LAKE DR N	# 214	193117803290002150	RESIDENTIAL/MULTI-FAMILY
110	Support	Support	May 15, 2024	Hand Delivered	COLE, WILLIAM T III	701	MIRROR LAKE DR N	# 215	193117803290002150	RESIDENTIAL/MULTI-FAMILY
					HEFFNER, TERRYLE REM	701	MIRROR LAKE DR N	# 215	193117803290002150	RESIDENTIAL/MULTI-FAMILY
111	Support	Support	May 13, 2024	US Mail	WAXMAN, LIESA	701	MIRROR LAKE DR N	# 216	193117803290002160	RESIDENTIAL/MULTI-FAMILY
112	Support	Support	April 19, 2024	Hand Delivered	KEDDY, SCOTT	701	MIRROR LAKE DR N	# 217	193117803290002170	RESIDENTIAL/MULTI-FAMILY
113					J H T ACQUISITIONS LLC	701	MIRROR LAKE DR N	# 218	193117803290002180	RESIDENTIAL/MULTI-FAMILY
114					MONZILLO, STEVEN TRE	701	MIRROR LAKE DR N	# 219	193117803290002190	RESIDENTIAL/MULTI-FAMILY
					S MONZILLO FAMILY TRUST	701	MIRROR LAKE DR N	# 219	193117803290002190	RESIDENTIAL/MULTI-FAMILY
115	Oppose	Oppose	March 29, 2024	US Mail	LOPES, ARMANDO AMARAL	701	MIRROR LAKE DR N	# 220	193117803290002200	RESIDENTIAL/MULTI-FAMILY
		Oppose	March 29, 2024	US Mail	REHIG, DEAN RICHARD	701	MIRROR LAKE DR N	# 220	193117803290002200	RESIDENTIAL/MULTI-FAMILY
116	Support				HALPER, HILARY M	701	MIRROR LAKE DR N	# 300	193117803290003000	RESIDENTIAL/MULTI-FAMILY
		Support	May 9, 2024	US Mail	HALPER, MARCUS C	701	MIRROR LAKE DR N	# 300	193117803290003000	RESIDENTIAL/MULTI-FAMILY
117	Support	Support	May 15, 2024	Hand Delivered	GARAMELLA, WILLIAM D JR	701	MIRROR LAKE DR N	# 301	193117803290003010	RESIDENTIAL/MULTI-FAMILY
		Support	May 15, 2024	Hand Delivered	PEAKES, LISA M	701	MIRROR LAKE DR N	# 301	193117803290003010	RESIDENTIAL/MULTI-FAMILY
118	Support	Support	April 1, 2024	US Mail	DURBIN, MELISSA L	701	MIRROR LAKE DR N	# 302	193117803290003020	RESIDENTIAL/MULTI-FAMILY
119	Oppose	Oppose	April 1, 2024	US Mail	*****	701	MIRROR LAKE DR N	# 303	193117803290003030	RESIDENTIAL/MULTI-FAMILY
120					FUNARI, THOMAS	701	MIRROR LAKE DR N	# 304	193117803290003040	RESIDENTIAL/MULTI-FAMILY
121	Support	Support	May 10, 2024	US Mail	CLARK, GEOFFREY A	701	MIRROR LAKE DR N	# 305	193117803290003050	RESIDENTIAL/MULTI-FAMILY
122					HEINICKE, LEAH S	701	MIRROR LAKE DR N	# 306	193117803290003060	RESIDENTIAL/MULTI-FAMILY
123					FIREFLY LANE LLC	701	MIRROR LAKE DR N	# 307	193117803290003070	RESIDENTIAL/MULTI-FAMILY
124					SOLOMONS, ELLA K TRE	701	MIRROR LAKE DR N	# 308	193117803290003080	RESIDENTIAL/MULTI-FAMILY
					SOLOMONS, ELLA K REV TRUST	701	MIRROR LAKE DR N	# 308	193117803290003080	RESIDENTIAL/MULTI-FAMILY
125			April 8, 2024	Returned Mail	FLETCHER, BARI B	701	MIRROR LAKE DR N	# 309	193117803290003090	RESIDENTIAL/MULTI-FAMILY
			April 5, 2024	Returned Mail	SCOTT, SETH B REM	701	MIRROR LAKE DR N	# 309	193117803290003090	RESIDENTIAL/MULTI-FAMILY
126					HEINICKE, JANETTA L	701	MIRROR LAKE DR N	# 310	193117803290003100	RESIDENTIAL/MULTI-FAMILY
127	Support	Support	March 27, 2024	Hand Delivered	DAVIE, VANESSA ANN	701	MIRROR LAKE DR N	# 311	193117803290003110	RESIDENTIAL/MULTI-FAMILY
128	Support				TARANCON, GREGORY	701	MIRROR LAKE DR N	# 312	193117803290003120	RESIDENTIAL/MULTI-FAMILY
		Support	May 20, 2024	US Mail	TARANCON, TAMI LYN	701	MIRROR LAKE DR N	# 312	193117803290003120	RESIDENTIAL/MULTI-FAMILY
129					TARANCON, ALICIA NICOLE	701	MIRROR LAKE DR N	# 313	193117803290003130	RESIDENTIAL/MULTI-FAMILY
130	Support	Support	April 11, 2024	US Mail	RIDDELL, DEBRA A	701	MIRROR LAKE DR N	# 314	193117803290003140	RESIDENTIAL/MULTI-FAMILY
					MIRKIN, BARRY B TRE	701	MIRROR LAKE DR N	# 315	193117803290003150	RESIDENTIAL/MULTI-FAMILY
131					MIRKIN, IRENE R TRE	701	MIRROR LAKE DR N	# 315	193117803290003150	RESIDENTIAL/MULTI-FAMILY

					MIRKIN TRUST	701	MIRROR LAKE DR N	# 315	193117803290003150	RESIDENTIAL/MULTI-FAMILY
132					316 MIRROR LAKE LLC	701	MIRROR LAKE DR N	# 316	193117803290003160	RESIDENTIAL/MULTI-FAMILY
133	Support	Support	May 21, 2024	US Mail	MILLIGAN, RAYMOND DANIEL	701	MIRROR LAKE DR N	# 317	193117803290003170	RESIDENTIAL/MULTI-FAMILY
134					SWITANOWSKI, LYNN	701	MIRROR LAKE DR N	# 318	193117803290003180	RESIDENTIAL/MULTI-FAMILY
					BARRETT, DAVID R	701	MIRROR LAKE DR N	# 318	193117803290003180	RESIDENTIAL/MULTI-FAMILY
135			April 8, 2024	Returned Mail	VLANICA, ISA	701	MIRROR LAKE DR N	# 319	193117803290003190	RESIDENTIAL/MULTI-FAMILY
136	Support	Support	May 13, 2024	US Mail	ZGW HOLDINGS LLC	701	MIRROR LAKE DR N	# 320	193117803290003200	RESIDENTIAL/MULTI-FAMILY
137	Support	Support	May 28, 2024	US Mail	RIDDLE-DVORAK, BARBARA	701	MIRROR LAKE DR N	# 321	193117803290003210	RESIDENTIAL/MULTI-FAMILY
					RIDDLE-DVORAK, BARBARA REV TRUST REM	701	MIRROR LAKE DR N	# 321	193117803290003210	RESIDENTIAL/MULTI-FAMILY
138	Support	Support	April 8, 2024	US Mail	PETZEN, MARY M	701	MIRROR LAKE DR N	# 400	193117803290004000	RESIDENTIAL/MULTI-FAMILY
139	Support	Support	May 10, 2024	US Mail	MILLER, ROBIN	701	MIRROR LAKE DR N	# 401	193117803290004010	RESIDENTIAL/MULTI-FAMILY
140	Support	Support	April 4, 2024	US Mail	WOODYARD, BRYCE	701	MIRROR LAKE DR N	# 402	193117803290004020	RESIDENTIAL/MULTI-FAMILY
141	Support	Support	April 15, 2024	US Mail	KLUSON, ROBERT ALLEN TRE	701	MIRROR LAKE DR N	# 403	193117803290004030	RESIDENTIAL/MULTI-FAMILY
					KLUSON, IMOGENE TRE	701	MIRROR LAKE DR N	# 403	193117803290004030	RESIDENTIAL/MULTI-FAMILY
					KLUSON, ROBERT & IMOGENE FAMILY REV LIV TRUST	701	MIRROR LAKE DR N	# 403	193117803290004030	RESIDENTIAL/MULTI-FAMILY
142			April 5, 2024	Returned Mail	JOHNSON, LAD	701	MIRROR LAKE DR N	# 404	193117803290004040	RESIDENTIAL/MULTI-FAMILY

<b>Totals</b>	
Ballots Received:	103
Ballots, Support:	84
Ballots, Oppose:	18
Parcels, Support:	77
Parcels, Oppose:	14
<i>Support from 72 parcels required for active application</i>	

# APPENDIX D: APPLICATION

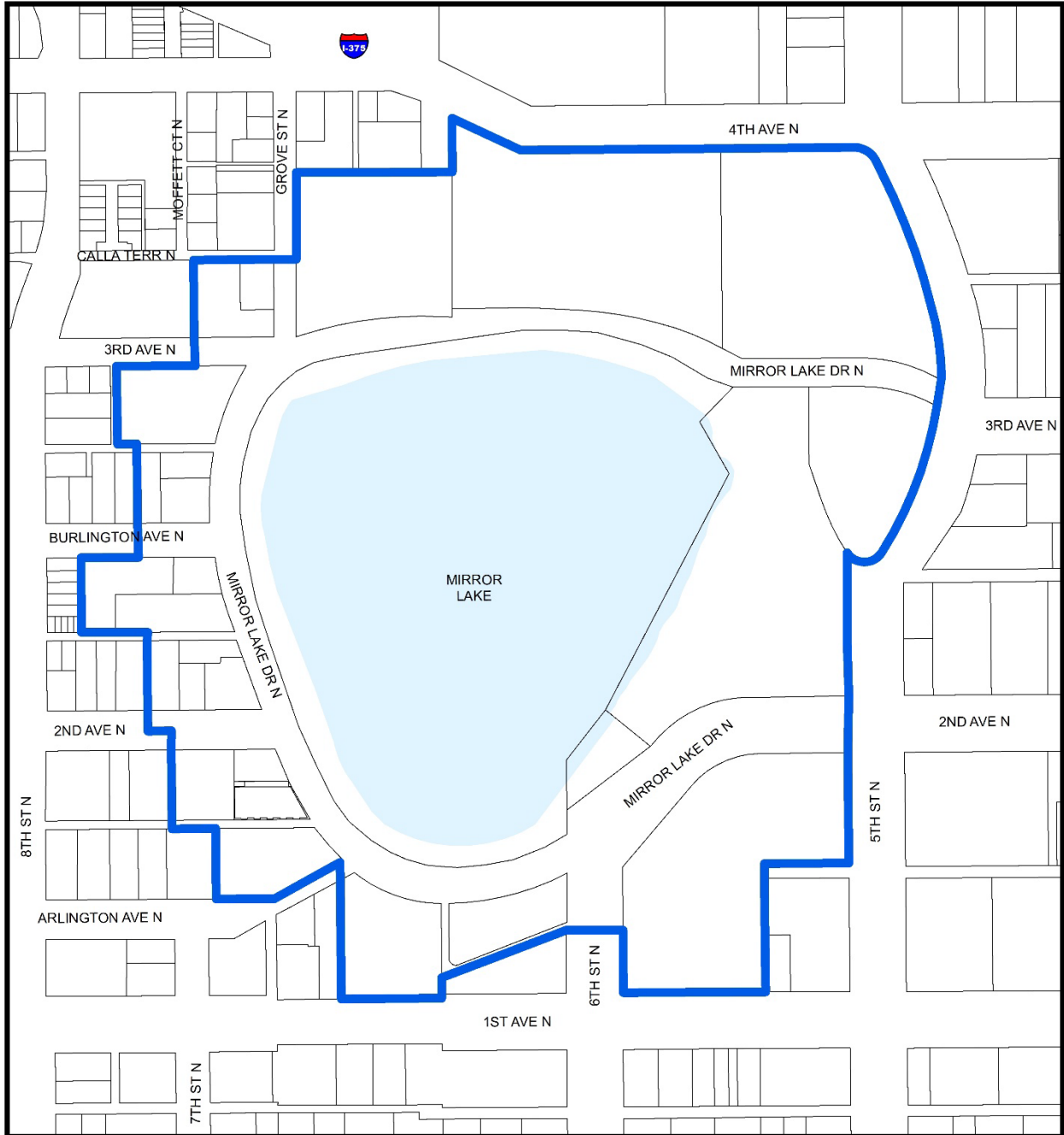
Short URL:

<https://bit.ly/47gOsQ7>

QR Code:



## APPENDIX E: MAPS



**Community Planning and Preservation Commission**

**Proposed Mirror Lake Local Historic District**

**AREA TO BE APPROVED,  
SHOWN IN** 

**CASE NUMBER  
23-90300003**



SCALE:  
1" = 250'





**Community Planning and Preservation Commission**

**Proposed Mirror Lake Local Historic District**

**AREA TO BE APPROVED,  
SHOWN IN**

**CASE NUMBER  
23-90300003**



**SCALE:**  
1" = 250'



# APPENDIX F: PUBLIC COMMENTS

**Registered Opponent: Matt Weidner  
Public Comments**

## **SPECIAL NOTE:**

**For your convenience, all public comments received are organized online into one of three categories:**

- 1. Registered Opponent – Matt Weidner Submission**
- 2. Public Comments Received as of October 1, 2024**

**Please use one of the three following resources to access all public comments received:**

**Short URL:**

**<https://bit.ly/47gOsQ7>**

**QR Code:**



## **PUBLIC COMMENTS: TABLE OF CONTENTS**

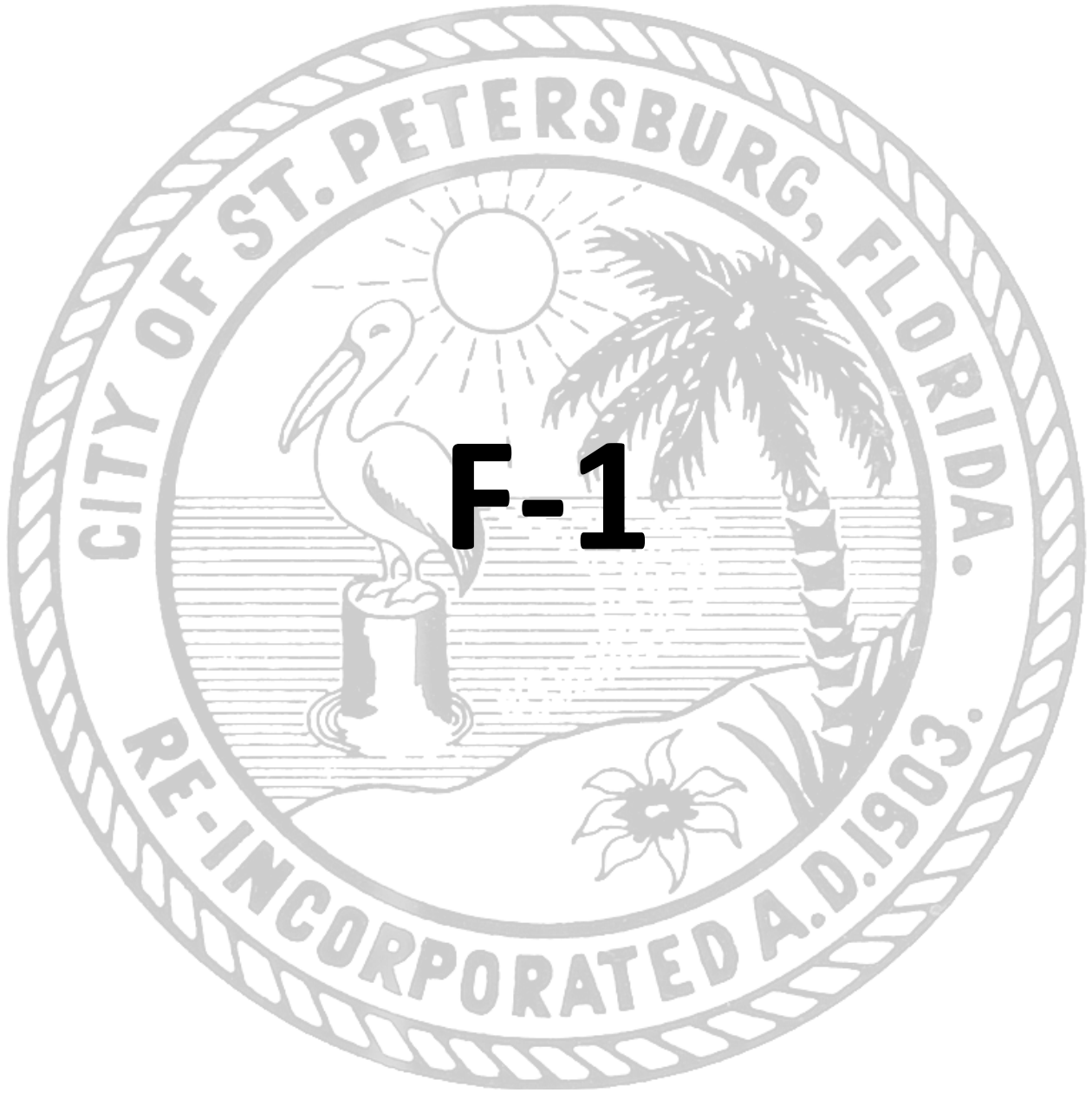
### **1. Registered Opponent – Matt Weidner Submission**

This subfolder includes the following attachments submitted by Matt Weidner, Registered Opponent. The original file names were retained, as submitted by the Registered Opponent, except that the file name “8.24.24” was retitled “1 - Cover Letter of Opposition” to more accurately describe its contents and place first in the alphabetical list:

- a. 1 – Cover Letter of Opposition
- b. AlteredBallots
- c. AmendedComplaint
- d. CommitteeAnalysis2023s00718.rc
- e. Counties—landowner consent for zoning changes\_My Florida Legal
- f. CPPC Rules of Procedure.ADA complaint with report
- g. DriftwoodAppealOrder
- h. MirrorLakeCondoCombined docs

### **2. Public Comments Received as of October 1, 2024**

The following page(s) contain the backup material for Agenda Item: Tampa Bay Water Update  
Please scroll down to view the backup material.



# **CITY COUNCIL AGENDA PRESENTATION ITEM**

**DATE:** October 28, 2024

**TO:** The Honorable Members of City Council

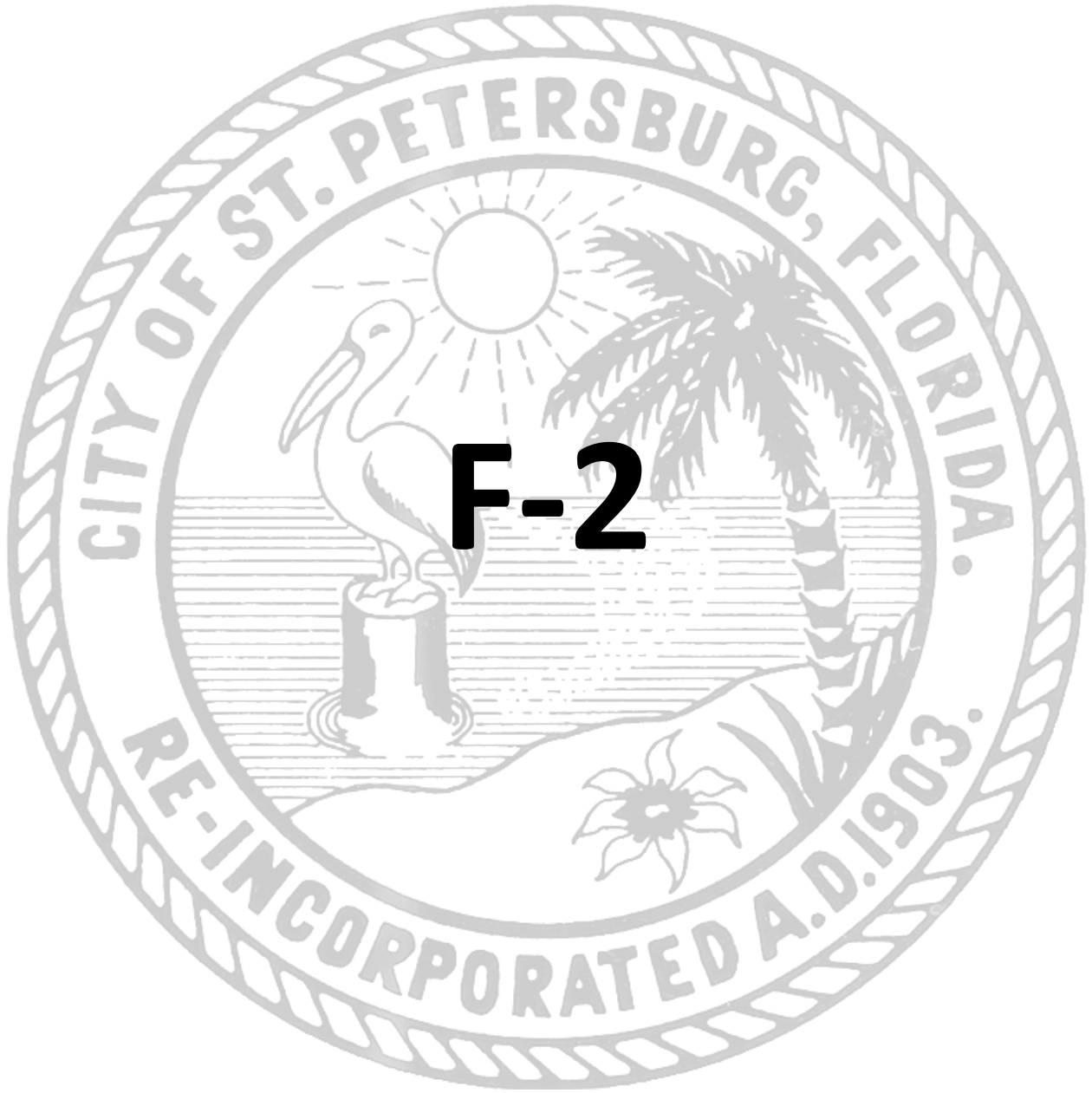
**SUBJECT:** Tampa Bay Water Update

**PRESENTER:** Chuck Carden, General Manager – Tampa Bay Water

**SCHEDULE FOR COUNCIL ON:** November 21, 2024

Lisset Hanewicz  
Council Member, District 4

The following page(s) contain the backup material for Agenda Item: Tropicana Field Damage and Storm-Related Costs Report  
Please scroll down to view the backup material.

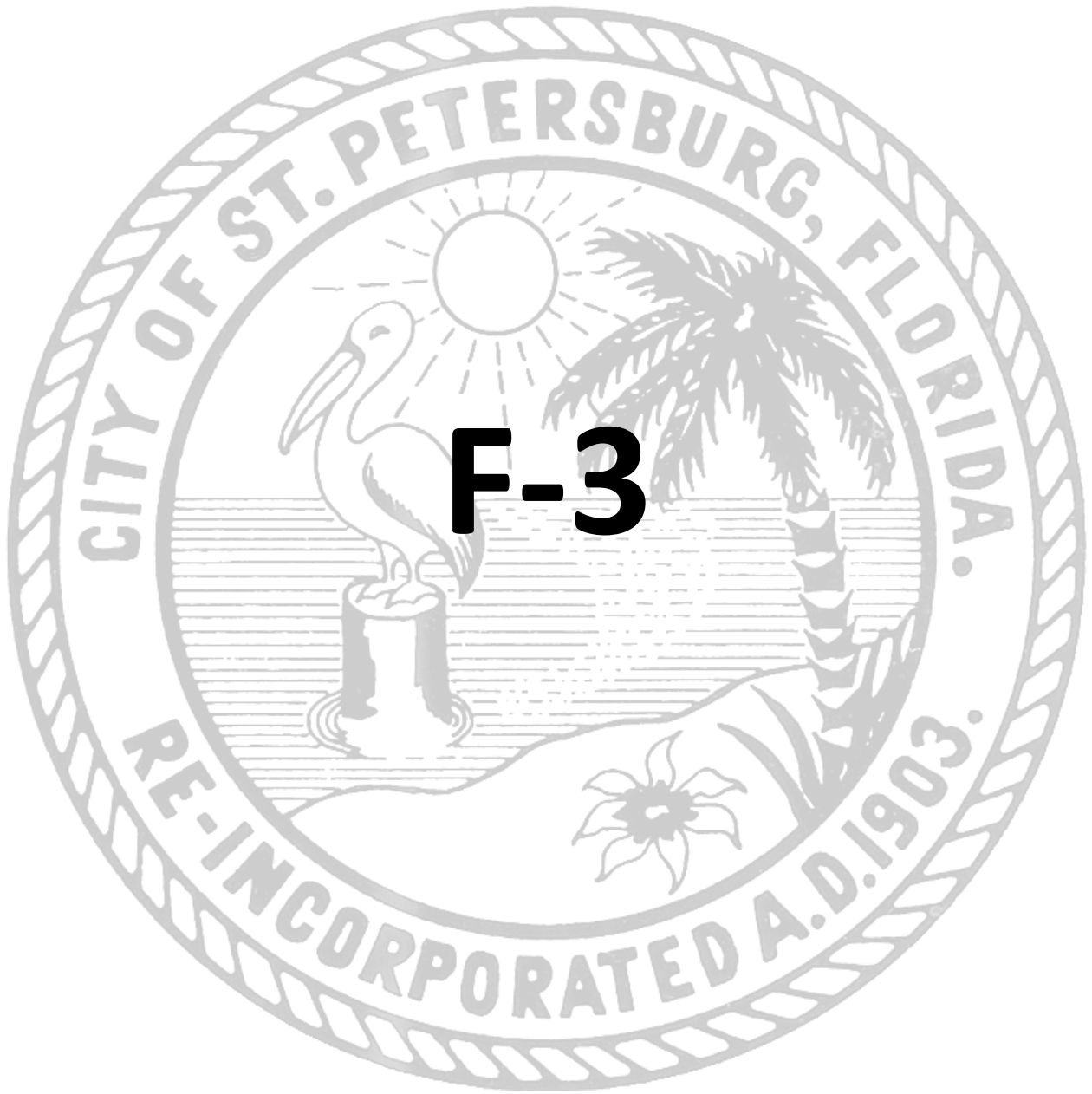


**F-2**

Backup for item will be available at a later date.



The following page(s) contain the backup material for Agenda Item: Stadium Bonds Series 2024 A, Series 2024 B and Historic Gas Plant Series 2024 C Bonds  
Please scroll down to view the backup material.



**F-3**

Backup for item will be available at a later date.

The following page(s) contain the backup material for Agenda Item: Respectfully requesting a referral to the December 5, 2024 Housing, Land Use, and Transportation Committee a discussion on potential post storm housing recovery programs allowable with local, state, and federal funds. This discussion should include an overview and status report of blue-sky housing programs.

(Councilmember Gabbard)

Please scroll down to view the backup material.



**G-1**

# CITY COUNCIL AGENDA NEW BUSINESS ITEM

TO: Members of City Council

DATE: November 7, 2024

COUNCIL DATE: November 21, 2024

RE: Referral to the December 5, 2024 Housing, Land Use, and Transportation Committee a discussion on potential post storm housing recovery programs allowable with local, state, and federal funds.

---

## **ACTION DESIRED:**

Respectfully requesting a referral to the December 5, 2024 Housing, Land Use, and Transportation Committee a discussion on potential post storm housing recovery programs allowable with local, state, and federal funds. This discussion should include an overview and status report of blue-sky housing programs.

Council Member Brandi Gabbard  
District 2

The following page(s) contain the backup material for Agenda Item: Approving settlement of the lawsuit entitled Florida Gulf Coast Chapter Associated Builders and Contractors, Inc. v. City of St. Petersburg, Case No. 19-007345-CI  
Please scroll down to view the backup material.





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF FLORIDA GULF COAST CHAPTER ASSOCIATED BUILDERS AND CONTRACTORS, INC. V. CITY OF ST. PETERSBURG, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 19-007345-CI; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED, By the City Council of the City of St. Petersburg, Florida, that the settlement in the case of Florida Gulf Coast Chapter Associated Builders and Contractors, Inc. v. City of St. Petersburg, Case No. 19-007345-CI, in the amount of \$215,000.00 for attorney's fees and costs 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)

The following page(s) contain the backup material for Agenda Item: A resolution approving settlement of the lawsuit of Walter Reed v. City of St. Petersburg, a Municipal Entity, and Robin Ann Corona, an individual, Circuit Court for Pinellas County, Florida, Case No. 23-002463-CI, and providing an effective date.

Please scroll down to view the backup material.



**I-2**

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING SETTLEMENT OF THE LAWSUIT OF WALTER REED V. CITY OF ST. PETERSBURG, A MUNICIPAL ENTITY, AND ROBIN ANN CORONA, AN INDIVIDUAL, CIRCUIT COURT FOR PINELLAS COUNTY, FLORIDA, CASE NO. 23-002463-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, Walter Reed, in the case of Walter Reed v. City of St. Petersburg, a Municipal Entity, and Robin Ann Corona, an Individual, Case No. 23-002463-CI, Circuit Court for Pinellas County, Florida, in the amount of \$46,000.00 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: Ordinance 601-H, An Ordinance enacting year-end appropriation adjustments For Fiscal Year 2024 for the Operating Budget and Capital Improvement Program Budget and adjustments to the Fiscal Year 2025 Budget; and providing an effective date.

Please scroll down to view the backup material.

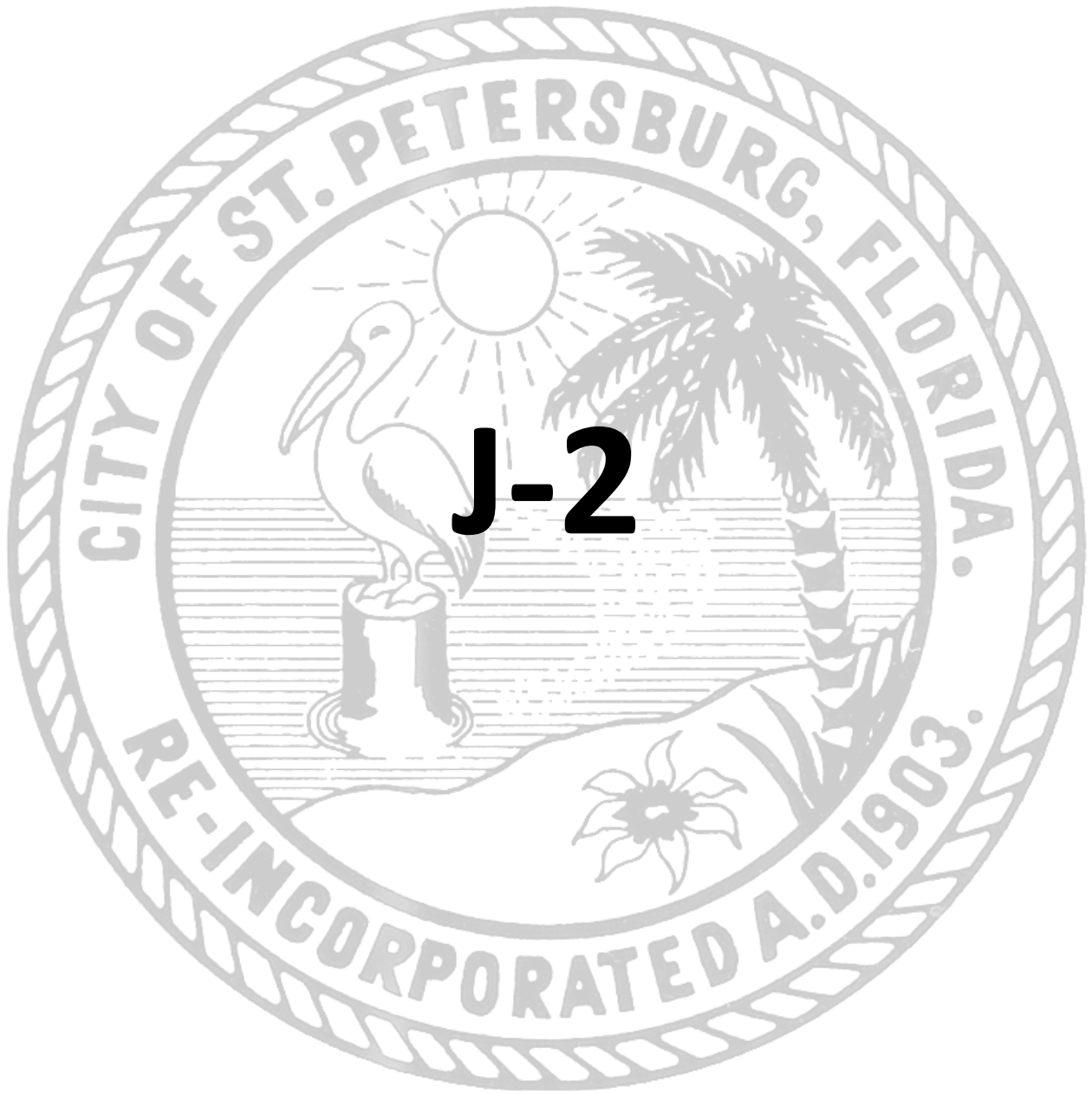


**J-1**

Backup for item will be available at a later date.

The following page(s) contain the backup material for Agenda Item: Ordinance 602-H, An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-20 l (n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October 1 of the applicable year; and providing an effective date.  
Please scroll down to view the backup material.





**J-2**

**St. Petersburg City Council Agenda Item  
Meeting of November 21, 2024**

**To:           The Honorable Deborah Figgs-Sanders, Chair and Members of City Council**

**Subject:**       An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-201(n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October 1 of the applicable year; and providing an effective date.

**Action Being Requested:**   The City operates a pension plan for firefighters. The Plan was created by Ordinance and it is necessary to modify the City Code when major changes are implemented. The modifications for which approval is being sought at this time require changes to Division Four, the Supplemental Firefighter's Retirement Plan.

**Summary:**       Section 22-201(n) provides for cost of living increases. The COLA provisions are different for pension accounts established before October 1, 2008 and pension accounts established on or after October 1, 2008.

For pension accounts originally established before October 1, 2008, Section 22-201(n)(1) currently provides for a variable COLA, that any pension paid under the Supplemental Firefighter's Retirement System may be adjusted upon the recommendation of Administration and approval of the City Council by adopted index tables. For pension accounts established on or after October 1, 2008, Section 22-201(n)(2) provides for a permanent COLA if the member for whom the account was established attained or would have attained age 60 prior to October 1 of the applicable year.

This change would remove the variable COLA in Section 22-201(n)(1) for pension accounts originally established before October 1, 2008. The change would provide an annual COLA beginning January 1, 2025, for pension accounts established prior to October 1, 2008, if the member attained or would have attained age 60 prior to October 1 of the applicable year. It is recommended that retirees and beneficiaries receiving benefits under the Plan due to normal retirement, early retirement, service connected disability or death, non-service connected disability or death or termination of employment occurring prior to October 1, 2008 receive up to a 1.0% permanent adjustment to their monthly pension benefits effective January 1, 2025, provided the member in whose name the benefit was originally payable has attained or would have attained age 60 prior to October 1 of that year.

**Cost:**       The Plan actuary has advised that the estimated City cost for the proposed permanent adjustment for 158 pension accounts is \$479,000 annually, based on a recommended 10-year amortization schedule. There is no cost increase in fiscal year 2025. The increase in funding would be effective in fiscal year 2026.

**Recommendations:**

Recommended City Council Action:

Approve Ordinance at Public Hearing on November 21, 2024.

**Attachments:**

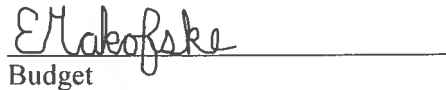
- (1) Proposed Ordinance
- (2) Actuarial Impact Statement

**Approvals:**



Administration

10/24/24  
Date



Budget

10/22/2024  
Date

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 22, DIVISION 4, OF THE ST. PETERSBURG CITY CODE RELATING TO THE SUPPLEMENTAL FIREFIGHTER'S RETIREMENT SYSTEM BY AMENDING SECTION 22-201(n) TO REMOVE THE AVAILABILITY OF A VARIABLE COST OF LIVING INCREASE (COLA) FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR AN ANNUAL COLA BEGINNING ON JANUARY 1, 2025, FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR THE PAYMENT OF SUCH ANNUAL COLA TO PENSION ACCOUNTS IF THE MEMBER FOR WHOM SUCH ACCOUNT WAS ESTABLISHED ATTAINED OR WOULD HAVE ATTAINED AGE 60 PRIOR TO OCTOBER 1 OF THE APPLICABLE YEAR; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST PETERSBURG DOES ORDAIN:

**SECTION ONE.** Section 22-201(n) of the St. Petersburg City Code is hereby amended to read as follows:

**Section 22-201. Benefits.**

*(n) Adjustments.*

- (1) Any pension being paid under this division may be adjusted upon the recommendation of the Mayor and approval of the City Council by adopted index tables. Beginning on January 1, 2025, any pension paid under this division for benefits payable on account of normal retirement, early retirement, service-connected disability or death, nonservice-connected disability or death or termination of employment prior to October 1, 2008 will be eligible for a Cost of Living Adjustment (COLA) as described in subsection (n)(1)a. through b. of this section, payable annually effective January 1.
  - a. The COLA will be established at a maximum level of one (1) percent or the Consumer Price Index annually, whichever is less.

- b. As of January 1 of each year, the COLA shall be added to the monthly pension amount provided the member in whose name the benefit was originally payable has or would have attained age 60 prior to October 1 of that year.
- (2) Any pension paid under this division for benefits payable on account of normal retirement, early retirement, service-connected disability or death, nonservice-connected disability or death or termination of employment on or after October 1, 2008 will be eligible for a ~~Cost of Living Adjustment~~ (COLA) as described in subsection (n)(2)a. through e. of this section, payable annually effective October 1.
- a. The COLA will be solely funded with available State premium tax funding pursuant to chapter 175, State statutes (F.S. ch. 175). Available funds shall be those premium tax funds received in excess of the 1998 base or "frozen" amount and those funds previously committed to incrementally fund existing benefits to meet minimum benefits and extra benefits as defined under chapter 175, State statutes (F.S. ch. 175). As of September 30, 2007, the total of the 1998 base amount and the amount previously committed to incrementally fund existing benefits to meet minimum benefits and extra benefits as defined under chapter 175, State statutes (F.S. ch. 175) was \$1,210,916.00 and the accumulated balance (i.e., available funds to fund the COLA as provided herein) was \$1,422,103.00.
- b. The COLA will be established at a maximum level of two percent annually provided sufficient State premium tax funding is available pursuant to chapter 175, State statutes (F.S. ch. 175), as determined by an actuarial valuation performed by the board's actuaries.
- c. If in any year the State premium tax funding available pursuant to chapter 175, State statutes (F.S. ch. 175), is not sufficient, based on an actuarial valuation performed by the board's actuaries, to fund a two percent COLA, the COLA for that year will be adjusted to a percentage that can be fully funded with the available State premium tax funding, as determined by an actuarial valuation performed by the board's actuaries.
- d. As of October 1 of each year, the COLA, if any, shall be added to the monthly pension amount provided the member in whose name the benefit was originally payable has or would have attained age 60 prior to October 1 of that year.
- e. The accumulated available chapter 175 (F.S. ch. 175) premium tax revenue will be held in a separate account of the firefighter's pension trust fund until the funds are paid out to cover the annual cost of the COLA. The investment of the separate account will be directed by the board. Any

investment earnings of the separate account will be used solely to fund the annual cost of the COLA.

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

**SECTION THREE.** 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 FOUR.** Compliance with § 166.041(4), Florida Statutes. Pursuant to City Council resolution 2023-507, a business impact estimate was prepared for this ordinance and posted on the City's website no later than the date the notice of the proposed ordinance was published.

**SECTION FIVE.** 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.

LEGAL:



Assistant City Attorney

DEPARTMENT:



**CERTIFICATE OF COMPLIANCE WITH  
SECTION 166.041(4), FLORIDA STATUTES**

This certificate of compliance with Section 166.041(4), Florida Statutes, concerns the proposed ordinance of the City of St. Petersburg, Florida, that can be described as follows:

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA AMENDING CHAPTER 22, DIVISION 4, OF THE ST. PETERSBURG CITY CODE RELATING TO THE SUPPLEMENTAL FIREFIGHTER'S RETIREMENT SYSTEM BY AMENDING SECTION 22-201(n) TO REMOVE THE AVAILABILITY OF A VARIABLE COST OF LIVING INCREASE (COLA) FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR AN ANNUAL COLA BEGINNING ON JANUARY 1, 2025, FOR PENSION ACCOUNTS ORIGINALLY ESTABLISHED BEFORE OCTOBER 1, 2008; PROVIDING FOR THE PAYMENT OF SUCH ANNUAL COLA TO PENSION ACCOUNTS IF THE MEMBER FOR WHOM SUCH ACCOUNT WAS ESTABLISHED ATTAINED OR WOULD HAVE ATTAINED AGE 60 PRIOR TO OCTOBER 1 OF THE APPLICABLE YEAR; AND PROVIDING AN EFFECTIVE DATE.

Based on a review of that proposed ordinance:

- The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance, and no Business Impact Estimate has been prepared.
- The City has determined that the statutory exemption(s) identified below apply to the proposed ordinance. The City is, nevertheless, providing the Business Impact Estimate below as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance.

- The City has prepared a Business Impact Estimate Pursuant to Section 166.041(4), Florida Statutes.

### **EXEMPTIONS**

If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

### **BUSINESS IMPACT ESTIMATE**

The City provides the following Business Impact Estimate, which may be revised following its initial posting:



**1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

An Ordinance of the City of St. Petersburg, Florida amending Chapter 22, Division 4, of the St. Petersburg City Code relating to the Supplemental Firefighter's Retirement System by amending Section 22-201(n) to remove the availability of a variable cost of living increase (COLA) for pension accounts originally established before October 1, 2008; providing for an annual COLA beginning on January 1, 2025, for pension accounts originally established before October 1, 2008; providing for the payment of such annual COLA to pension accounts if the member for whom such account was established attained or would have attained age 60 prior to October 1 of the applicable year; and providing an effective date.

This change would remove the variable COLA in Section 22-201(n)(1) for pension accounts originally established before October 1, 2008. The change would provide an annual COLA beginning January 1, 2025, for pension accounts established prior to October 1, 2008, if the member attained or would have attained age 60 prior to October 1 of the applicable year. It is recommended that retirees and beneficiaries receiving benefits under the Plan due to normal retirement, early retirement, service connected disability or death, non-service connected disability or death or termination of employment occurring prior to October 1, 2008 receive up to a 1.0% permanent adjustment to their monthly pension benefits effective January 1, 2025, provided the member in whose name the benefit was originally payable has attained or would have attained age 60 prior to October 1 of that year.

**2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:**

**(a) An estimate of direct compliance costs that businesses may reasonably incur;**

There are no associated costs or fiscal impact associated with this change.

**(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and**

There are no associated costs or fiscal impact associated with this change.

- (c) **An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

There are no associated costs or fiscal impact associated with this change.

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

0

4. **Additional information the governing body deems useful (if any):**

N/A

April 25, 2024

Mr. Stephen A. Carnegie (Stephen.Carnegie@stpete.org)  
Pension Manager  
City of St. Petersburg  
P.O. Box 2842  
St. Petersburg, FL 33731-2842

Cost Calculations for Firefighters' Retirement System

Dear Stephen:

As requested, Nyhart has prepared an estimated cost calculation for proposed changes to the benefit provisions within the City of St. Petersburg Firefighters' Retirement System ("System").

The following provisions have been analyzed:

- *For those members retiring under the Supplemental Retirement Plan prior to October 1, 2008, provide a 1.00% increase **each year** to their retirement benefits effective January 1, 2025.*

According to our data, as of October 1, 2023, 158 retirees and/or beneficiaries would be eligible for this COLA. Based on current assumptions, the liability increase to the System associated with this change is estimated to be **\$3.7 million**. The annual increase to the recommended contributions would vary depending upon the methodology used to pay off the obligation (20-year amortization or 10-year amortization). Note that these increases to City costs assume no Accumulated Reserve is used to offset the additional liability. Additionally, recall that the current amortization method utilizes a 2.75% payroll growth assumption, so the listed amortizations will grow roughly 2.75% a year until fully amortized.

Method of Financing	Increase in Annual City's Costs
20-year Amortization at 7.00% rate <i>(current amortization period used by System)</i>	\$288,000
10-year Amortization at 7.00% rate <i>(recommended amortization period based upon age of employees and actuarial "best practices")</i>	\$479,000



The impact of these changes has been estimated based on the data, plan provisions, and assumptions reflected in the October 1, 2023 actuarial valuation of the City of St. Petersburg Firefighters' Retirement System.

This analysis has been prepared in accordance with generally accepted actuarial principles and practice. Future actuarial measurements may differ significantly from the current measurements presented in this analysis due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements; and
- changes in plan provisions or applicable law.

In preparing these results, Nyhart used ProVal valuation software developed by Winklevoss Technologies, LLC. This software is widely used for the purpose of performing pension valuations. We coded the plan provisions, assumptions, methods and participant data summarized in this report and reviewed the liability and cost outputs for reasonableness. We are not aware of any weakness or limitations in the software and have determined it is appropriate for performing this valuation.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement. The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

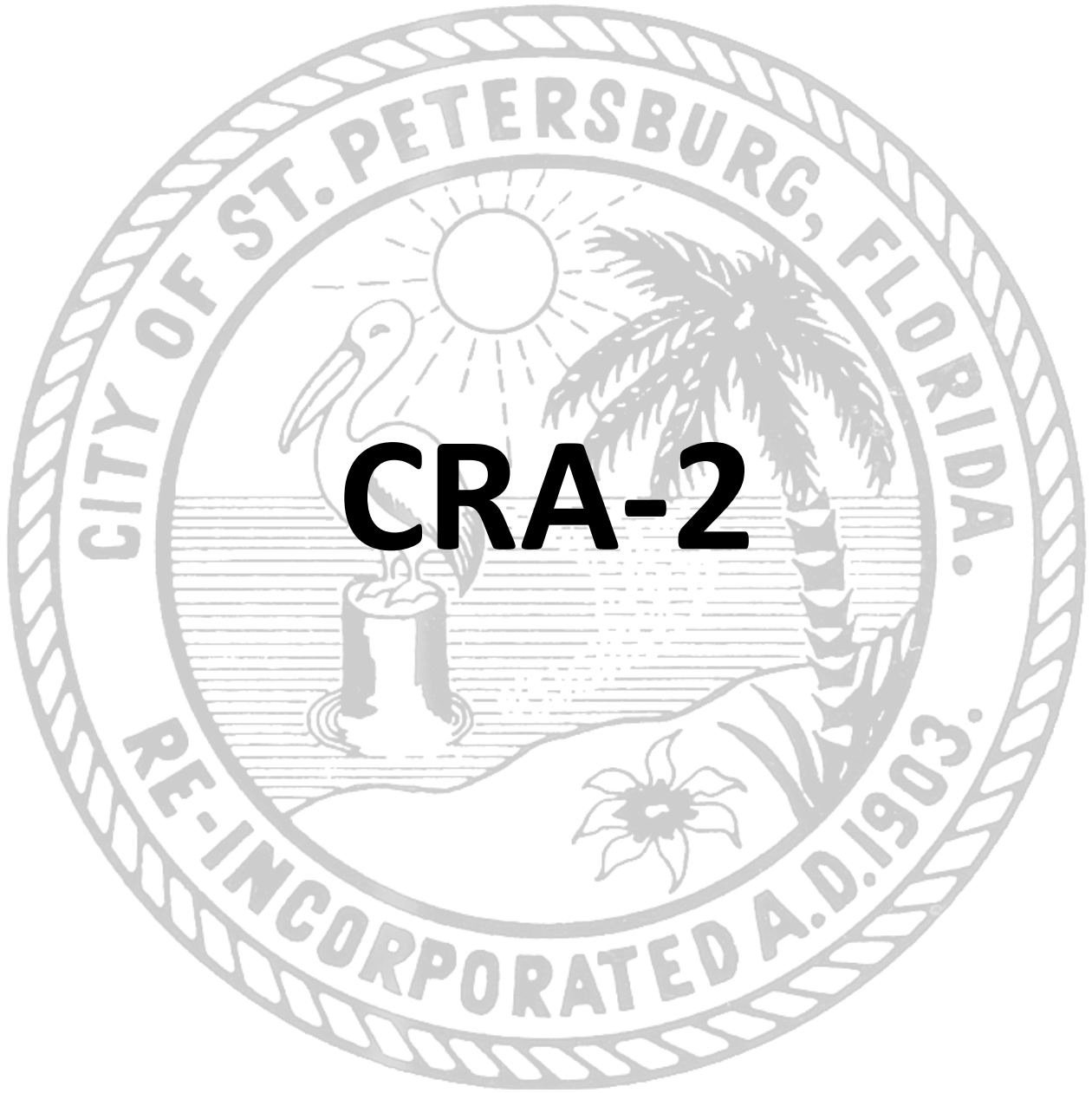
Sincerely,

**THE NYHART COMPANY, INC.**

Lawrence Watts, Jr., FSA, EA, FCA, CFA, MAAA  
Actuary

Kerry Sipe, ASA, EA  
Actuary

The following page(s) contain the backup material for Agenda Item: A Resolution of the St. Petersburg Community Redevelopment Agency (CRA) finding the proposed 13-story building with 60-dwelling units and 60-hotel rooms, located at 1663 1st Avenue South consistent with the Intown West Redevelopment Plan, and providing an effective date. (City File IWRP 24-2A)  
Please scroll down to view the backup material.



**CRA-2**



**st.petersburg**  
**www.stpete.org**

**Community Redevelopment Agency  
Meeting of November 21, 2024**

**CRA Case File: IWRP 24-2a**

**REQUEST**

Review of the proposed plan to construct a 13-story building with 60-dwelling units and 60-hotel rooms, located at 1663 1<sup>st</sup> Avenue South, for consistency with the Intown West Redevelopment Plan.

**APPLICANT INFORMATION**

Applicant

Puppy Industries II LLC  
800 N Belcher Rd  
Clearwater, FL 33765

Representative

Craig Taraszki, Esq.  
Johnson, Pope, Bokor, Ruppel and Burns, LLP  
490 1<sup>st</sup> Avenue South, Suite 700  
St. Petersburg, FL 33701

**OVERVIEW OF PROJECT**

The property is currently developed with a single-story commercial building and surface parking lot. It is located at the northeast corner of 1<sup>st</sup> Avenue South and 17<sup>th</sup> Street South. On June 15, 2023, the Community Redevelopment Agency (CRA) approved a resolution finding the proposed 8-story building with 97-dwelling units consistent with the Intown West Redevelopment Plan. The applicant is seeking approval of a new project that will consist of a 13-story building with 60-dwelling units and 60-hotel rooms. The project is valued at \$22 million.

The proposed building will be 13-stories. The building will have a four-story base before being setback along the north side. The ground floor of the building will consist of a lobby area, club room, back-of-house facilities, 12-surface parking spaces and 12-bike racks. The lobby area will be shared by both the residents and hotel quests. Floors two through five will have a total of 54-hotel rooms. The 6<sup>th</sup> floor will have 6-hotel rooms and 6-dwelling units. Floors seven through 12 will have a total of 54-dwelling units. The 13<sup>th</sup> floor will have indoor and outdoor amenity space including co-workspace, fitness area and pool. Amenities are shared between both the residents and hotel quests.

As described by the applicant's architect, the modern style of this high-rise building is defined by the shifting balconies and folding planes that infuse a playful energy into downtown St. Petersburg. A bold architectural composition of alternating glass patterns, aqua accents, and gradients of gray ascend upward to highlight the iconic canopy and signage that activate 1<sup>st</sup> Avenue South.

The development supports the mass-transit options available and will contribute to the walkability of the mixed-use retail/multifamily character of the Central Avenue Corridor.

### **CONSISTENCY WITH INTOWN WEST REDEVELOPMENT PLAN**

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

#### Plan Emphasis

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

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

- *Developers shall submit projects to the CRA for review.*
- *All buildings should integrate architecturally, aesthetically and functionally through building design, materials, open space, scale, circulation, pedestrian level activities, signage and lighting.*
- *Development should provide design elements (trees, canopies, street furniture, entryways) to building in scale with human dimensions.*
- *Development shall provide appropriate architectural variety to the area.*
- *Ground floor of the building shall contain uses as permitted by the land development code.*
- *Open space be directly linked to the pedestrian system.*
- *Infill development should create a sense of place and identify by relating to old and new architecture, by interrelated open space.*
- *All new development shall relate in building scale and mass with the surrounding areas.*

With respect to compliance with the Land Development Code, the subject property is located in the DC-2 zoning district. Mixed-Use developments with a floor area ratio of up to 7.0 are allowed. The proposed development has a proposed FAR of 7.0. A residential unit that is less than or equal to 750 sq. ft. does not require parking. A hotel requires one parking space per four hotel rooms. Based on the number of residential units and hotel rooms, 15 vehicle parking spaces are required. A total of 12 vehicle parking spaces and 18 bicycle parking spaces are provided. Bicycle parking can substitute for up to 20% of the required vehicle parking spaces, six bicycle spaces equal one vehicle space. In this case, three vehicle spaces can be substitute with bicycle parking.



Bonus approval for projects with an FAR greater than 5.0 and up to 7.0 are reviewed by the Development Review Commission and require public notice for compliance with zoning district standards.

The proposed development, which as outlined is a permitted use under the current DC-2 zoning, will continue the redevelopment of downtown as described in the Comprehensive Plan. The proposed building will fit in with both older and newer developments in the IWRP. The proposed building height, placement and massing are consistent with other existing and proposed developments in the immediate area. Site improvements include a 10-foot-wide sidewalk, street trees and landscaping, open green space, bicycle parking and a new drainage system. The building is urban in scale with pedestrian oriented street level features, including the provision of storefront window systems consistent with urban buildings, and streetscaping, including planters and street trees, that will accent the building.

The existing downtown development pattern contains a variety of building types, styles, heights, masses, setbacks and orientations. The building form and the relationship of the building are consistent with other development projects in the IWRP. Other multi-story developments within the immediate area and the IWRP include: Fusion 1560, a 5-story mixed-use building at 1560 Central Avenue, Vantage a 11-story mixed-use building at 160 16<sup>th</sup> Street North, Tru by Hilton, a 7-story a 131-room hotel at 1650 Central Avenue and Modera, a 20-story mixed-use building at 201 17<sup>th</sup> Street South. The building design took into consideration the relationship with the adjacent buildings by creating a continuous street edge, integration of open space and landscaping and concealing the surface parking.

#### **SUMMARY AND RECOMMENDATION**

Staff recommends approval of the attached resolution finding the 13-story building with 60-dwelling units and 60-hotel rooms, located at 1663 1<sup>st</sup> Avenue South, consistent with the Intown West Redevelopment Plan.

This recommendation is subject to the following conditions:

1. FAR and height bonus approval is subject to Site Plan approval by the Development Review Commission;
2. Final building plans must be reviewed and approved by CRA staff; and
3. Applicant must comply with any conditions of approval required by Development Review Commission or Development Review Services staff.
4. Applicant must obtain an Airport obstruction permit from the city.

## **EXHIBIT A**

### Site Data

<b>Location</b>	1663 1 <sup>st</sup> Avenue South 24-31-16-29718-018-0090
<b>Redevelopment Area</b>	Intown West Redevelopment Area
<b>Zoning District</b>	DC-2
<b>Existing Land Use</b>	Commercial building and surface parking
<b>Proposed Uses</b>	Multi-Family and Hotel
<b>Site Area</b>	10,008 sq. ft. or 0.23 acres
<b>Proposed FAR</b>	6.29 FAR
<b>Existing FAR</b>	0.41 FAR
<b>Permitted FAR</b>	3.0 FAR Base Approval 7.0 FAR Public Hearing Approval
<b>Number of Dwelling Units</b>	60
<b>Existing Parking</b>	9 spaces
<b>Proposed Parking</b>	12 vehicle and 18 bicycle parking spaces

CRA RESOLUTION NO.

RESOLUTION OF THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY (CRA) FINDING THE PROPOSED 13-STORY BUILDING WITH 60-DWELLING UNITS AND 60-HOTEL ROOMS, LOCATED AT 1663 1<sup>ST</sup> AVENUE SOUTH CONSISTENT WITH THE INTOWN WEST REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE (CITY FILE IWRP 24-2A).

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

WHEREAS, the Community Redevelopment Agency has reviewed the plans to construct a 13-story building with 60-dwelling units and 60-hotel rooms, as described and reviewed in CRA Review Report No. IWRP 24-2a;

NOW THEREFORE BE IT RESOLVED that the Community Redevelopment Agency of the City of St. Petersburg, Florida, finds the plans to construct a 13-story building with 60-dwelling units and 60-hotel rooms, consistent with the Intown West Redevelopment Plan, subject to the following conditions:

1. FAR and height bonus approval is subject to Site Plan approval by the Development Review Commission;
2. Final building plans must be reviewed and approved by CRA staff; and
3. Applicant must comply with any conditions of approval required by Development Review Commission or Development Review Services staff.
4. Applicant must obtain an Airport obstruction permit from the city.

This resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CONTENT

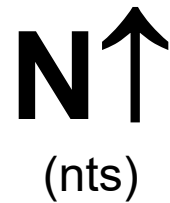
Michael J. Dema  
City Attorney (designee)

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



**PROJECT LOCATION MAP**  
Address: 1663 1<sup>ST</sup> Avenue South

City of St. Petersburg, Florida  
Planning & Development Services Department





**JOHNSON  
POPE**  
BOKOR  
RUPPEL &  
BURNS, LLP

COUNSELORS AT LAW

TAMPA ■ CLEARWATER ■ ST. PETERSBURG

Craig A. Taraszki, Partner  
490 1<sup>st</sup> Avenue S, Suite 700  
St. Petersburg, FL 33701  
Phone: (727) 999-9900  
E-mail: CraigT@jpfirm.com

FILE NO.:076711.163313

October 7, 2024

**PROJECT NARRATIVE – 1663 1<sup>ST</sup> AVENUE SOUTH MIXED-USE**

The subject property is within the DC-2 zoning district:

<b>Parcel Number</b>	<b>Address</b>	<b>Owner</b>	<b>Zoning</b>
24-31-16-29718-018-0090	1663 1 <sup>st</sup> Ave S	Puppy Industries II, LLC	DC-2

A site plan was approved July 12, 2023 (City Case No. 23-31000005) for the construction of a 8-story, 97-unit multifamily residential building having 6.5 FAR on the property (the “2023 Site Plan Approval”). A copy of the approval letter for the 2023 Site Plan Approval is included with this application.

The proposed project involves modifying the 2023 Site Plan Approval to accommodate a 13-story, 120-unit mixed-use (60 multifamily residential and 60 hotel units) building having 7.0 FAR.

No variances are being requested with the application. The base height and density for the subject properties are 125 feet and 3.0 FAR, respectively; therefore, the applicant is seeking approval of public hearing bonuses of height and 4.0 FAR in accordance with Sec. 16.20.120.6.2 of the City’s Land Development Regulations (“LDR”), with the first 0.5 FAR being for historic preservation by use of transfer of development rights, the next 1.0 FAR being support for workforce housing by providing financial support to the City's housing capital improvements projects (HCIP) trust fund or its successor fund equal to one half of one percent or more of the total construction cost per each 0.5 of FAR bonus, and the balance of 2.5 FAR from the other options available in LDR Sec. 16.20.120.6.2. The proposed building will have a 4-story base with 12 vehicular parking spaces at the ground level.

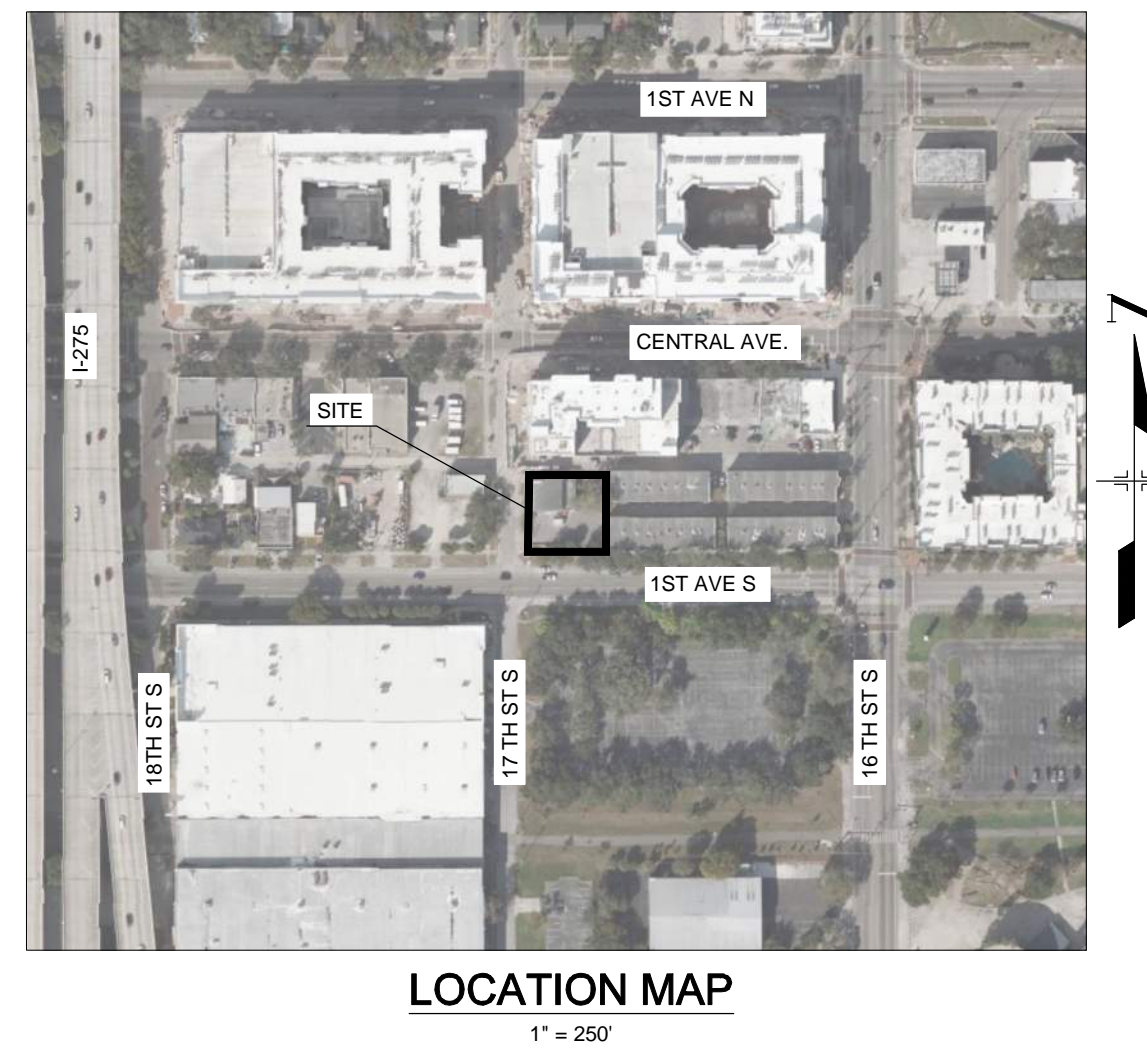
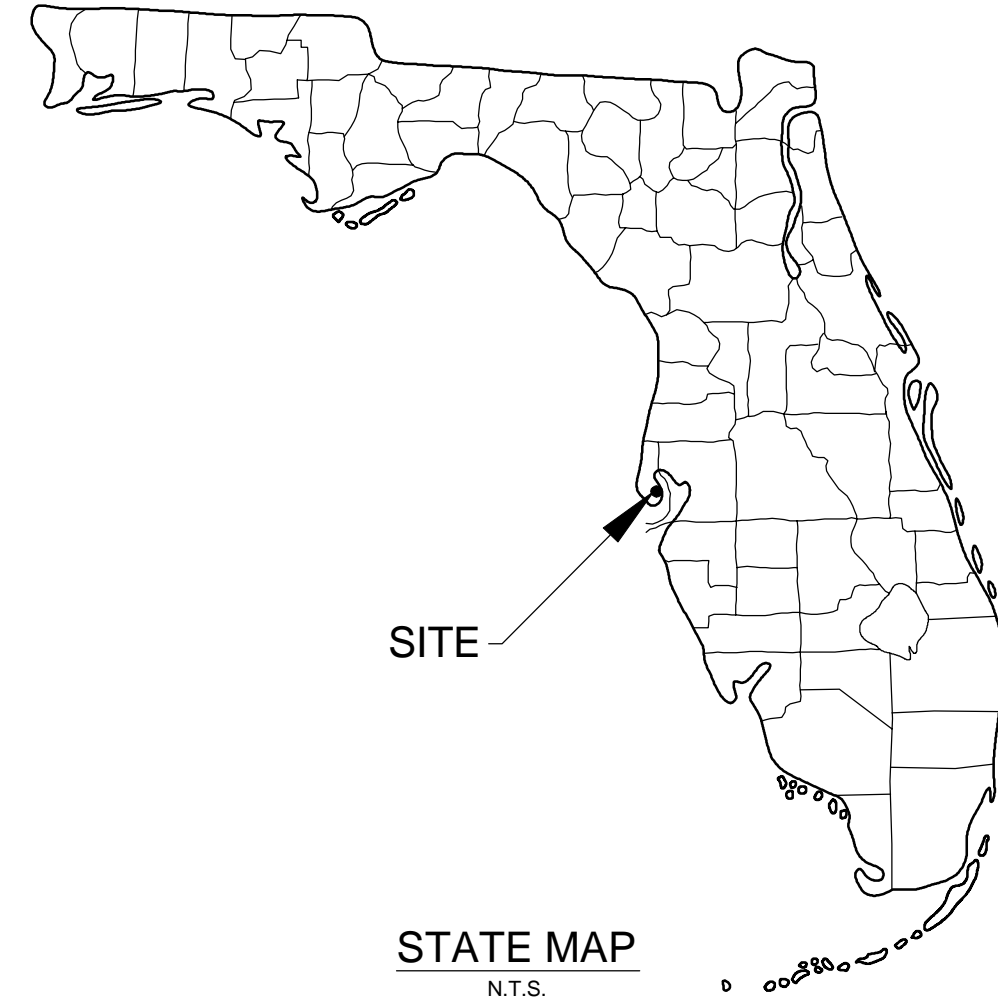
There are no local historic landmarks onsite or within 300 feet of the subject property. The property is not within a local historic district or within 300 feet of a district. There are no properties on the City’s “potentially eligible” list onsite or within 300 feet of the property.



# CONSTRUCTION PLANS FOR 1663 1ST AVENUE S STUDIOS

1663 1ST AVENUE S  
ST. PETERSBURG, FL 33712  
PARCEL ID  
24-31-16-29718-018-0090  
SECTION: 24 TOWNSHIP: 31S RANGE: 16E

## CITY OF ST. PETERSBURG



SHEET LIST TABLE	
C000	COVER SHEET
C001	GENERAL NOTES
S001	EXISTING CONDITION PLAN
C200	DEMOLITION PLAN
C400	SITE PLAN

### PROJECT DESIGN TEAM

<p><b>CIVIL</b> KIMLEY-HORN AND ASSOCIATES, INC. SCOTT W. GILNER, P.E. 201 NORTH FRANKLIN STREET, SUITE 1400 TAMPA, FL 33602 PHONE: (813) 713-8646</p>	<p><b>LANDSCAPE</b> KIMLEY-HORN AND ASSOCIATES, INC. JENNIFER DOLAN, P.L.A., A.S.L.A. 100 2ND AVE, SUITE 105 ST. PETERSBURG, FL 33701 PHONE: (727) 499-2174</p>	<p><b>ARCHITECT</b> BOLD LINE DESIGN, LLC. MATT SNOYER 12636 SAN JOSE BOULEVARD SUITE 3 JACKSONVILLE, FL 32223 PHONE: (904) 226-1358</p>
<p><b>SURVEY</b> DEUEL &amp; ASSOCIATES, INC. FREDERICK S. BACHMANN, PLS 565 SOUTH HERCULES AVENUE CLEARWATER, FL 33764 PHONE: (727) 822-4151</p>	<p><b>GEOTECH</b> ECS FLORIDA, LLC 4524 N. 56TH STREET TAMPA, FL 33610 PHONE: (813) 302-1644</p>	

### LIST OF CONTACTS

<p><b>LOCATION SERVICES</b> FLORIDA ONE-CALL - 811</p>	<p><b>STORMWATER</b> CITY OF ST. PETERSBURG DALE ALBERTS 1650 3RD AVE. N. ST. PETERSBURG, FL 33713 TEL: 727.892.5653</p>	<p><b>WATER</b> CITY OF ST. PETERSBURG DALE ALBERTS 1650 3RD AVE. N. ST. PETERSBURG, FL 33713 TEL: 727.892.5653</p>	<p><b>SEWER</b> CITY OF ST. PETERSBURG DALE ALBERTS 1650 3RD AVE. N. ST. PETERSBURG, FL 33713 TEL: 727.892.5653</p>	<p><b>ELECTRIC</b> DUKE ENERGY STEPHANIE OLMO 425 E. CROWN POINT RD. WINTER GARDEN, FL 34787 TEL: 407.905.3376</p>
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### ENGINEER:

KIMLEY-HORN AND ASSOCIATES, INC.  
201 NORTH FRANKLIN STREET, SUITE 1400  
TAMPA, FLORIDA 33602  
PHONE: (813) 620-1460

### OWNER/DEVELOPER :

BENDINROAD DEVELOPMENT, LLC  
401 E JACKSON STREET, SUITE 330  
TAMPA, FL 33602

No.	REVISIONS	DATE
00272024	CITY OF ST. PETERSBURG DRG SUBMITTAL	

**Kimley-Horn**  
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.  
201 NORTH FRANKLIN STREET, SUITE 1400, TAMPA, FL 33602  
PHONE: 813-620-1460  
WWW.KIMLEY-HORN.COM REGISTRY NO. 696

DESIGN ENGINEER:  
SCOTT W. GILNER, P.E.  
FL LICENSE NUMBER  
63945  
DATE:

SCALE	AS NOTED	DESIGNED BY	BP	DRAWN BY	RMS/KM	CHECKED BY	SWG

COVER SHEET

1663 1ST AVENUE S STUDIOS  
PREPARED FOR  
BENDINROAD DEVELOPMENT, LLC  
CITY OF ST. PETERSBURG  
FLORIDA

DATE
04/04/2023
PROJECT NO.
145417000
SHEET NUMBER
C000



Know what's below.  
Call before you dig.

**ALERT TO CONTRACTOR:**

- THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE, WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER, PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.



**GENERAL CONSTRUCTION NOTES**

- HORIZONTAL DATUM: NORTH AMERICA HORIZONTAL DATUM OF 1983 (NAD83-2011 ADJUSTMENT) FOR THE WEST ZONE OF FLORIDA.
- VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUMS PRIOR TO COMMENCING CONSTRUCTION INCLUDING ANY STAKING OF IMPROVEMENTS. THE EXACT LIMITS OF CONSTRUCTION WILL BE IN ACCORDANCE WITH THE PLANS UNLESS OTHERWISE DIRECTED BY THE ENGINEER OF RECORD (EOR).
- THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS. THE CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED BY THE CONTRACT DOCUMENTS, REMOVING TREES, STUMPS, ROOTS, MUCK AND ALL OTHER DELETERIOUS MATERIAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS AND BONDS PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
- ALL MATERIAL AND WORKMANSHIP SHALL COMPLY WITH CITY, COUNTY AND FOOT STANDARDS. IN CASE OF DISCREPANCY, THE MORE STRINGENT STANDARD SHALL BE INCLUDED IN THE BASE BID UNLESS OTHERWISE CLARIFIED DURING THE BID PROCESS. IF A DISCREPANCY IS IDENTIFIED BY THE CONTRACTOR, THE CONTRACTOR SHALL CONTACT ENGINEER OF RECORD FOR FURTHER CLARIFICATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL OF THE CONTRACT DOCUMENTS. IN THE EVENT OF A CONFLICT IN THE CONTRACT DOCUMENTS, THE SPECIFICATIONS GOVERN OVER THE PLANS, AND THE SPECIAL CONDITIONS GOVERN OVER THE DRAWINGS AND SPECIFICATIONS. ANY DISCREPANCIES IN THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CEC BEFORE COMMENCING WORK.
- THESE PLANS ARE INTENDED TO AND SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AND THE FLORIDA BUILDING CODE - ACCESSIBILITY (CURRENT EDITION).
- THE CONTRACTOR SHALL CALL SUNSHINE (811) FOR FIELD LOCATIONS (2) BUSINESS DAYS BEFORE DIGGING NEAR UNDERGROUND UTILITIES.
- THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES OR UNDERGROUND UTILITIES.
- PRIOR TO COMMENCEMENT OF ANY EXCAVATION THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING RELOCATION AND INSTALLATION OF FRANCHISE UTILITIES NECESSARY FOR ON AND OFF SITE CONSTRUCTION.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
- ALL EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME THE DRAWINGS WERE PREPARED AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. THE LOCATIONS SHOWN ARE FOR BIDDING PURPOSES ONLY. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE THE CONTRACTOR COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER HAS NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME, IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THE CONTRACTOR SHALL OBTAIN THEIR PERMISSION REGARDING THE METHOD TO USE FOR SUCH WORK.
- ANY DISCREPANCIES ON THE CONSTRUCTION DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PERFORM, SCHEDULE AND FACILITATE ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES PRIOR TO THE FINAL CONNECTION OF SERVICES.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS, BUILDING UTILITY ENTRANCE LOCATIONS/INVERTS, EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, EXIT PORCHES, RAMPS, TRUCK DOCKS, DOWN SPOUTS, BOLLARDS IN BUILDING SIDEWALKS, BUILDING EGRESS SIDEWALKS AND BUILDING RETAINING WALLS.
- ALL VEGETATION FROM CLEARING / GRUBBING WILL BE DISPOSED OF IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. AT NO TIME SHALL THE CONTRACTOR REUSE THIS VEGETATIVE MATERIAL FOR STRUCTURAL FILL OR BURY IT ONSITE. IF THE CONTRACT DOCUMENTS ALLOW THIS VEGETATIVE MATERIAL TO REMAIN ONSITE, THIS MATERIAL CAN ONLY BE USED ON LANDSCAPED AREAS THAT WILL NOT STRUCTURALLY SUPPORT THE BUILDING OR ASSOCIATED INFRASTRUCTURE.
- ALL VEGETATION FROM CLEARING / GRUBBING THAT WILL BE DISPOSED OF OFF-SITE SHALL BE REMOVED AND DISPOSED OF IN A LEGAL MANNER MEETING FEDERAL, STATE, AND LOCAL REGULATIONS.
- ANY WELLS DISCOVERED DURING SITE CLEARING OR EARTHWORK ACTIVITIES SHALL BE REPORTED TO THE OWNER AND ENGINEER OF RECORD IMMEDIATELY. ANY WELLS THAT ARE DISCOVERED ONSITE OR ARE IDENTIFIED WITHIN THE CONTRACT DOCUMENTS THAT WILL NOT BE USED AS PART OF THE PROPOSED DEVELOPMENT PLANS SHALL BE ABANDONED BY A LICENSED WELL CONTRACTOR IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER AND IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS REPAIR AND REPLACEMENT WORK SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID AND IS NOT A SEPARATE PAY ITEM.
- CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.
- DRIVEWAYS THAT ARE DAMAGED OR DISTURBED DURING THE COURSE OF CONSTRUCTION SHALL BE RECONSTRUCTED TO THEIR ORIGINAL, OR BETTER CONDITIONS UNLESS OTHERWISE STATED ON PLANS.
- STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ADJUTING PRIVATE PROPERTY WITHOUT PRIOR APPROVAL FROM THE OWNER AND THE ADJACENT PROPERTY OWNER. FOLLOWING CONSTRUCTION COMPLETION, THE CONTRACTOR SHALL RESTORE THE LAYDOWN AREA TO ITS ORIGINAL CONDITION PRIOR TO CONSTRUCTION COMMENCEMENT.
- NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL OR ROADWAY EMBANKMENT UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.
- AN FDOT APPROVED PRIMER SHALL BE APPLIED TO THE BASE MATERIAL. ALSO, A TACK COAT SHALL BE APPLIED WHERE APPLICABLE WITH THE CONSTRUCTION OF ASPHALTIC CONCRETE.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL RULES AND REGULATIONS OF THE CITY, COUNTY, STATE, AND ANY OTHER JURISDICTIONAL AGENCIES, AND ALL CONDITIONS SET FORTH IN ENVIRONMENTAL PERMITS.
- CONTRACTOR SHALL COMPLY WITH OSHA'S STANDARDS 29 CFR PART 1926, SUBPART CC FOR VERTICAL AND HORIZONTAL CLEARANCES TO THE OVERHEAD DISTRIBUTION AND TRANSMISSION POWER LINES.
- ANY DAMAGE TO THE EXISTING ASPHALT ROADWAY SHALL BE RESTORED PER PINELLAS COUNTY INDEX 1291.
- THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS, DEPTHS, AND TYPES OF ALL UTILITIES IN THE PROPOSED WORK AREA PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF RECORD OF ANY CONFLICTS BETWEEN THE PLANS AND EXISTING CONDITIONS.

**HISTORIC RESOURCES STATEMENT**

THE FOLLOWING REQUIREMENTS APPLY TO ALL BUILDING CONSTRUCTION OR ALTERATION, OR LAND ALTERATION ACTIVITIES.

- IF EVIDENCE OR EXISTENCE OF HISTORIC RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL, ALL WORK SHALL CEASE IN THE AFFECTED AREA. THE DEVELOPER, OWNER, CONTRACTOR, OR AGENT THEREOF SHALL NOTIFY THE FLORIDA DIVISION OF HISTORIC RESOURCES WITHIN TWO WORKING DAYS. EXAMPLES OF EVIDENCE OF HISTORIC RESOURCES INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MIDDENS, OR SAND MOUNDS.
- IF ANY HUMAN SKELETAL REMAINS OR ASSOCIATED BURIAL ARTIFACTS ARE DISCOVERED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITY, ALL WORK IN THE AREA MUST CEASE, AND THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE NEAREST LAW ENFORCEMENT OFFICE. ACCORDING TO CHAPTER 872, FLORIDA STATUTES, IT IS UNLAWFUL TO DISTURB, VANDALIZE, OR DAMAGE A HUMAN BURIAL.

**MAINTENANCE OF TRAFFIC NOTES**

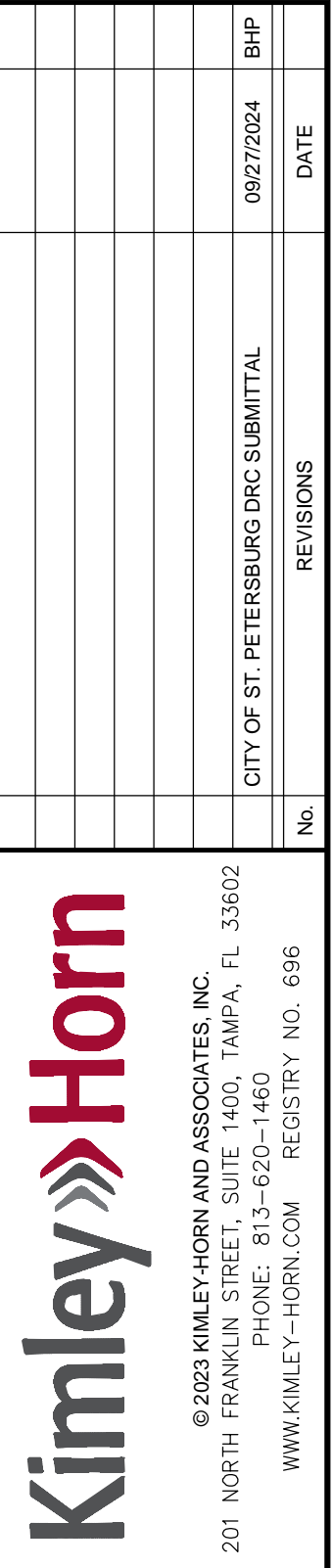
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF TRAFFIC ASSOCIATED WITH THIS PROJECT.
- THE CONTRACTOR SHALL PREPARE A MAINTENANCE OF TRAFFIC PLAN THAT IS PREPARED BY A CERTIFIED MOT CONTRACTOR AND SUBMIT FOR APPROVAL TO THE CITY, COUNTY AND FOOT.
- TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH FDOT DESIGN STANDARDS SERIES 102-600 DEPENDING ON THE OPERATION BEING PERFORMED.
- ALL EXISTING PAVEMENT MARKINGS OUTSIDE THE CONSTRUCTION LIMITS THAT HAVE BEEN ALTERED BECAUSE OF CONSTRUCTION OPERATIONS SHALL BE REPLACED UPON THE COMPLETION OF THE PROJECT.
- PEDESTRIANS, BICYCLES, AND WHEELCHAIRS: AT THE END OF EACH WORKDAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP-OFF ADJACENT TO A SIDEWALK SHALL BE BACKFILLED AT A SLOPE NOT TO EXCEED 1:4, OR SHALL BE PROTECTED IN ACCORDANCE WITH FDOT STANDARD INDEX 102-600.
- PEDESTRIAN AND WHEELCHAIR TRAFFIC SHALL BE ACCOMMODATED UTILIZING STANDARD INDEX 102-660.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF STORMWATER FROM ROADWAYS UTILIZED FOR TRAFFIC CONTROL.

**RECORD AS-BUILT SURVEY AND MINIMUM TESTING REQUIREMENTS**

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING KIMLEY-HORN WITH A SIGNED AND SEALED RECORD AS-BUILT SURVEY (AS-BUILT) NO LATER THAN 30 DAYS AFTER COMPLETION OF WORK AND AT LEAST 60 DAYS PRIOR TO EITHER THE BUILDING CERTIFICATION OF OCCUPANCY, THE COMPLETION CERTIFICATION DATE REQUIRED BY THE JURISDICTIONAL AUTHORITY OR OWNER SCHEDULE. THE RECORD AS-BUILT SURVEY SHALL BE SIGNED AND SEALED BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA. THE AS-BUILT SHALL ADHERE TO THE APPLICABLE JURISDICTIONAL REQUIREMENTS.
- IN ADDITION TO THE APPLICATION JURISDICTIONAL REQUIREMENTS, THE AS-BUILT SHALL PROVIDE THE INFORMATION NECESSARY FOR KIMLEY-HORN TO CERTIFY THAT THE PROJECT IMPROVEMENTS HAVE BEEN CONSTRUCTED IN SUBSTANTIAL ACCORDANCE WITH THE CONTRACT DOCUMENTS. SUCH INFORMATION INCLUDES BUT IS NOT LIMITED TO:
  - SURVEYED MANHOLE RIM ELEVATIONS, MANHOLE, INLET AND CLEANOUT INVERT ELEVATIONS AND PIPE SIZES INCLUDING LOCATION OF FITTINGS AND APPURTENANCES OF ALL GRAVITY SYSTEMS (SEWER AND STORM) AND ALL PRESSURIZED UTILITY SYSTEMS.
  - THE AS-BUILT SHALL PROVIDE SURVEYED STORMWATER IMPROVEMENT ELEVATIONS INCLUDING POND TOP OF BANKS, BOTTOM OF POND ELEVATIONS, GRADED SWALES AND CONTROL STRUCTURE ELEVATIONS.
  - THE AS-BUILT SHALL PROVIDE PAVEMENT SPOT GRADES NECESSARY TO DEFINITELY DETERMINE WHETHER THE CONSTRUCTED IMPROVEMENTS ARE ADA COMPLIANT AND TO DEPICT THE CONSTRUCTED DRAINAGE PATTERNS.
  - THE CONTRACTOR SHALL PROVIDE KIMLEY-HORN THE RECORD AS-BUILT SURVEY IN BOTH CAD FORMAT AND A SIGNED AND SEALED HARD COPY. THE AS-BUILT SHALL INDICATE BOTH THE PROPOSED LOCATION AND/OR ELEVATION (CROSSED OUT IF DESIGNED DIFFERS FROM INSTALLED) AND THE ACTUAL FIELD INSTALLED LOCATION AND/OR ELEVATION.
- TESTING SHALL BE PERFORMED BY THE CONTRACTOR ACCORDING TO ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
- UPON COMPLETION OF TESTING, ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TESTING RESULTS AND REPORTS SHALL BE SENT TO THE OWNER AND TO THE ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY WITHIN ONE (1) WEEK OF EACH RESPECTIVE TEST BEING PERFORMED.
- IN ADDITION TO THE REQUIREMENTS ABOVE, AND IN THE ABSENCE OF AGENCY OR OWNER REQUIREMENTS, THE CONTRACTOR SHALL PERFORM THE FOLLOWING TESTS AND PROVIDE RESULTS TO OWNER AND ENGINEER OF RECORD:
  - GRAVITY SANITARY SEWER: GRAVITY SEWER SHALL BE AIR TESTED BETWEEN MANHOLES IN ACCORDANCE WITH ASTM F1417, CURRENT EDITION.
  - SANITARY FORCE MAINS: SANITARY SEWER FORCE MAINS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA C605, CURRENT EDITION.
  - WATER MAINS AND WATER SERVICE LATERALS: WATER MAINS AND SERVICE LATERALS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA C605, CURRENT EDITION.
  - FIRE MAINS: FIRE MAINS SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH BOTH THE FLORIDA FIRE PREVENTION CODE (FFPC) AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
  - LIFT STATIONS: LIFT STATION START-UP SHALL BE PERFORMED BY THE CONTRACTOR AND PUMP MANUFACTURER. THE APPROPRIATE WASTEWATER COLLECTION AGENCY AND ENGINEER OF RECORD SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF THE SCHEDULED LIFT STATION STARTUP. FOLLOWING COMPLETION OF THE LIFT STATION STARTUP, THE CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER OF RECORD WITH A CERTIFIED LIFT STATION STARTUP REPORT FROM THE PUMP MANUFACTURER.
  - SUBGRADE: DENSITY TESTS FOR SUBGRADE SHALL BE TESTED BY NUCLEAR METHOD, ASTM D6938, CURRENT EDITION. CONTRACTOR SHALL PROVIDE ONE TEST FOR EACH LIFT OF SUBGRADE FOR EVERY 10,000 SF OF SUBGRADE PLACED.
  - BASE MATERIAL: DENSITY TESTS FOR BASE MATERIAL SHALL BE TESTED BY NUCLEAR METHOD, ASTM D6938, CURRENT EDITION. CONTRACTOR SHALL PROVIDE ONE TEST IN EACH LIFT OF BASE MATERIAL FOR EACH 10,000 SQ. FT. OF BASE MATERIAL PLACED. IN ADDITION, BASE MATERIAL THICKNESS SHALL BE TESTED ONCE FOR EACH 10,000 SQ. FT. OF BASE MATERIAL PLACED.
  - CONCRETE PAVEMENT: CONTRACTOR SHALL PROVIDE A MINIMUM OF FOUR COMPOSITE CONCRETE TEST CYLINDERS FOR EVERY 100 CUBIC YARDS OR LESS OF EACH CLASS OF CONCRETE PLACED EACH DAY AND NOT LESS THAN ONCE FOR EACH 5000 SQUARE FEET OF CONCRETE PLACED.
  - CONTRACTOR SHALL SECURE COMPOSITE SAMPLES IN ACCORDANCE WITH ASTM C172, CURRENT EDITION.
    - MOLD AND CURE SPECIMENS IN ACCORDANCE WITH ASTM C91, CURRENT EDITION.
    - CONCRETE TEST CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH ASTM C39, CURRENT EDITION.
  - ASPHALT PAVEMENT: ASPHALT SURFACE AND BASE COURSES SHALL BE RANDOMLY CORED AT MINIMUM RATE OF 3 CORES PER DAY'S PLACEMENT PER MIX TYPE, BUT NOT LESS THAN 3 CORES IN LIGHT DUTY AREAS AND 3 CORES IN HEAVY-DUTY AREAS SHALL BE OBTAINED.
    - FIELD DENSITY TEST FOR IN-PLACE MATERIALS:
      - DENSITY TESTS SHALL BE CONDUCTED ON EACH CORE SAMPLE TAKEN IN ACCORDANCE WITH ASTM D1188 OR D2726 (AASHTO T166, T275, T331) AS APPLICABLE.
      - IN-PLACE DENSITY TESTS BY NUCLEAR METHOD IN ACCORDANCE WITH ASTM D2950 SHALL ALSO BE TAKEN BY THE CONTRACTOR AS NECESSARY TO ASSURE THE SPECIFIED DENSITY IS OBTAINED. NUCLEAR DENSITY SHALL BE CORRELATED WITH ASTM D1188 OR D2726 OR AASHTO T166, T275, T331 AS APPLICABLE.
      - DENSITY TESTS ON COURSES TO BE OVERLAIN BY SUBSEQUENT COURSES SHALL BE PERFORMED WITHIN 48 HOURS PRIOR TO PLACEMENT OF NEXT LIFT. IF INCLEMENT WEATHER OCCURS AFTER TESTING, RETEST PRIOR TO PLACEMENT OF NEXT LIFT.
      - UTILITY TRENCHES AND BUILDING PAD AREA- STRUCTURAL FILL, AS REQUIRED, MAY BE PLACED IN LIFTS NOT EXCEEDING 12 INCHES IN LOOSE THICKNESS, WHEN THE SOILS ARE RELATIVELY CLEAN SAND A VIBRATORY ROLLER SHOULD BE USED FOR COMPACTION. EACH LIFT SHOULD BE THOROUGHLY COMPACTED WITH THE APPROPRIATE ROLLER UNTIL DENSITIES EQUIVALENT TO AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY ARE UNIFORMLY OBTAINED. A MOISTURE CONTENT WITHIN 2 PERCENTAGE POINTS OF THE OPTIMUM INDICATED BY THE MODIFIED PROCTOR TEST (ASTM D-1557) IS RECOMMENDED PRIOR TO COMPACTION OF THE FILL. STRUCTURAL FILL SHOULD CONSIST OF AN INORGANIC, NON-PLASTIC, GRANULAR SOIL CONTAINING LESS THAN 12 PERCENT MATERIAL PASSING THE NO. 200 MESH SIEVE (RELATIVELY CLEAN SAND WITH A UNIFIED SOIL CLASSIFICATION OF SP, SP-SC, OR SP-SM).
        - FIELD DENSITY TESTS:
          - A REPRESENTATIVE NUMBER OF IN-PLACE FIELD DENSITY TESTS SHOULD BE PERFORMED IN THE COMPACTED EXISTING SOILS AND IN EACH LIFT OF STRUCTURAL FILL OR BACKFILL TO CONFIRM THAT THE REQUIRED DEGREE OF COMPACTION HAS BEEN OBTAINED. IN-PLACE DENSITY SHOULD ALSO BE PERFORMED AT REPRESENTATIVE LOCATIONS IN THE BEARING LEVEL SOILS.
          - AT LEAST 1 DENSITY TEST SHALL BE PERFORMED FOR EVERY 2,500 SQUARE FEET OF COMPACTED EXISTING SOILS, SUBGRADE, AND IN EACH LIFT OF COMPACTED FILL OR BACKFILL IN BUILDING AREAS.
          - IN PAVEMENT AREAS, ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 10,000 SQUARE FEET OF COMPACTED EXISTING SOILS, SUBGRADE, AND IN EACH LIFT OF COMPACTED FILL OR BACKFILL.
          - IN ADDITION, ONE DENSITY TEST SHALL BE PERFORMED FOR EVERY 100 SQUARE FEET OF SPREAD FOOTING BEARING AREA, AND FOR EVERY 50 LINEAL FEET OF CONTINUOUS FOOTING. UTILITY TRENCH BACKFILL: INTERVALS NOT EXCEEDING 200-FEET OF TRENCH FOR FIRST AND EVERY OTHER 12-INCH LIFT OF COMPACTED TRENCH BACKFILL.
          - TEST METHOD: IN-PLACE NUCLEAR DENSITY, ASTM D6938, CURRENT EDITION.
          - DENSITY TESTS ON TOP OF BUILDING OR PAVING SUBGRADE SHALL BE PERFORMED WITHIN 48 HOURS PRIOR TO PLACEMENT OF OVERLYING MATERIALS. IF INCLEMENT WEATHER OCCURS AFTER TESTING, RETEST PRIOR TO PLACEMENT OF OVERLYING MATERIALS.
          - GRAVITY SANITARY SEWER AND GRAVITY STORM SEWER: CONTRACTOR SHALL PROVIDE THE OWNER AND ENGINEER OF RECORD WITH A TV INSPECTION VIDEO OF THE COMPLETED GRAVITY STORM SEWER AND GRAVITY SANITARY SEWER ONCE EACH RESPECTIVE SYSTEM INSTALLATION IS COMPLETE.
      - FDOP SANITARY SEWER TESTING REQUIREMENTS:
        - LEAKAGE TESTS:
          - THE LEAKAGE FILTRATION OR INFILTRATION DOES NOT EXCEED 200 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY FOR ANY SECTION OF THE SYSTEM.
          - EXFILTRATION OR INFILTRATION TESTS BE PERFORMED WITH A MINIMUM POSITIVE HEAD OF 2 FEET.
          - AIR TESTS, AS A MINIMUM, CONFORM TO THE TEST PROCEDURE DESCRIBED IN ASTM C-828 FOR CLAY PIPE, ASTM C 924 FOR CONCRETE PIPE, ASTM F-1417 FOR PLASTIC PIPE, AND FOR OTHER MATERIALS APPROPRIATE TEST PROCEDURES. [RSWF 33.93, 33.94, AND 33.95]
        - DEFLECTION TESTS FOR ALL FLEXIBLE PIPE:
          - TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OF THE SOIL-PIPE SYSTEM.
          - NO PIPE SHALL EXCEED A DEFLECTION OF 5%.
          - A RIGID BALL OR MANDREL FOR THE DEFLECTION TEST WITH A DIAMETER NOT LESS THAN 95% OF THE BASE INSIDE DIAMETER OR AVERAGE INSIDE DIAMETER OF THE PIPE, DEPENDING ON WHICH IS SPECIFIED IN THE ASTM SPECIFICATION, INCLUDING THE APPENDIX, TO WHICH THE PIPE IS MANUFACTURED;
          - PERFORM THE TEST WITHOUT MECHANICAL PULLING DEVICES. [RSWF 33.95]

**CITY OF ST. PETERSBURG NOTES**

- UPON COMPLETION OF THE PERMIT WORK, AND PRIOR TO REQUESTING A FINAL CERTIFICATE OF OCCUPANCY OR COMPLETION, THE ENGINEER OF RECORD SHALL SUBMIT A SIGNED AND SEALED SITE CERTIFICATION LETTER (REFERENCING THE BUILDING PERMIT APPLICATION NUMBER AS WELL AS THE SITE ADDRESS) WITH TWO COMPLETE SETS OF SIGNED AND SEALED CIVIL SITE AS BUILT RECORD DRAWINGS WHICH SHOW THE LOCATIONS AND INVERT ELEVATIONS OF ALL NEW AND MODIFIED SITE UTILITIES; FINAL PAVEMENT GRADES; BUILDING FLOOR ELEVATIONS; SIDEWALK ELEVATIONS, ETC. TO ACCURATELY DOCUMENT THAT ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND SUBSTANTIAL CONFORMANCE WITH THE CITY APPROVED PLANS, SPECIFICALLY NOTING ANY DEVIATIONS.
- UPON THOROUGH REVIEW OF THE RECORD DRAWINGS AND SITE, THE SITE ENGINEER OF RECORD SHALL SUBMIT A SIGNED AND SEALED LETTER, INDICATING THAT THE SITE PAVING, GRADING, AND UTILITY CONSTRUCTION ASSOCIATED WITH THE PROJECT DEVELOPMENT (REFERENCING THE PROJECT NAME, SITE ADDRESS AND PERMIT NUMBER) HAS BEEN COMPLETED IN SUBSTANTIAL CONFORMANCE WITH THE CITY APPROVED PLANS, SPECIFICALLY NOTING ANY DEVIATIONS.
- ALL EXISTING PUBLIC SIDEWALKS MUST BE RESTORED OR RECONSTRUCTED AS NECESSARY TO BE BROUGHT UP TO GOOD AND SAFE ADA COMPLIANT CONDITION PRIOR TO CERTIFICATE OF OCCUPANCY.
- UPON COMPLETION OF THE WORK, THE APPLICANT SHALL PROVIDE THE FOLLOWING: THE ENGINEER OF RECORD SHALL SUBMIT TWO SIGNED AND SEALED RECORD AS BUILT CIVIL PLAN SETS SHOWING ALL UTILITIES (INCLUDING FINAL RIM, INVERT, THROAT ELEVATION AS APPLICABLE; PIPING LENGTHS AND SIZES AND INVERT ELEVATIONS; SERVICE LATERAL LOCATIONS, CLEAN OUT RIM AND INVERT ELEVATIONS, ETC.), ROADWAY PAVEMENT ELEVATIONS AND TOP OF CURB ELEVATIONS, SITE TOPOGRAPHIC ELEVATIONS SUFFICIENT TO VERIFY DRAINAGE PATTERNS, SUMP POND AND WEIRD FINAL ELEVATIONS, AND SIDEWALK ELEVATIONS TO ACCURATELY DOCUMENT CONSTRUCTION ACTIVITY ON THE SITE. TWO FULL SETS OF SIGNED AND SEALED CIVIL SITE AS BUILT RECORD DRAWINGS ARE REQUIRED TO BE SUBMITTED TO THE ENGINEERING DEPARTMENT. REFER TO CITY EICD TECHNICAL SPECIFICATION 1.39 FOR AS-BUILT DRAWING REQUIREMENTS. \* PLEASE NOTE THAT A FINAL SURVEY DOES NOT SATISFY THE REQUIREMENT FOR PROVIDING A RECORD CIVIL AS BUILT PLAN SET. INFORMATION FROM THE RECORD SURVEY MUST BE TRANSFERRED ONTO THE CIVIL PLAN SET TO CLEARLY SHOW ALL DEVIATIONS FROM THE APPROVED PLAN SET.
- A SEPARATE CITY OF ST. PETERSBURG RIGHT OF WAY PERMIT IS REQUIRED FOR ANY PROPOSED WORK WITHIN THE CITY PUBLIC RIGHT-OF-WAY OR EASEMENT. PRIOR TO INITIATING ANY WORK IN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR MUST SUBMIT 3 SETS OF CITY APPROVED CIVIL PLANS DIRECTLY TO THE CITY ENGINEERING DEPARTMENT. ALLOW A MINIMUM OF 5 BUSINESS DAYS FOR PERMIT PROCESSING AND ISSUANCE. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A CERTIFICATE OF INSURANCE (PER CURRENT CITY REQUIREMENTS) AND A PERFORMANCE BOND (IN THE AMOUNT OF THE WORK (DETAILED UNIT COST ESTIMATE REQUIRED) OR \$15,000 - WHICHEVER IS GREATER) PRIOR TO RIGHT-OF-WAY PERMIT ISSUANCE. FOR DEVELOPMENT PERMITS THE FEE IS \$150 PLUS THE COST OF REQUIRED CITY TESTING AND INSPECTION OF ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY WHICH WILL BE BILLED TO THE PERMIT APPLICANT MONTHLY. THE RIGHT-OF-WAY PERMIT(S) MUST BE OBTAINED PRIOR TO INITIATING ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY OR A DOUBLE PERMIT FEE WILL APPLY. BE AWARE THAT A CONDITION OF THE ROW PERMIT(S) WILL BE TO MAINTAIN AN OPEN, SAFE, AND USABLE PEDESTRIAN PATHWAY AROUND THE SITE THROUGHOUT CONSTRUCTION. PLEASE DIRECT ALL QUESTIONS TO THE CITY ENGINEERING DEPARTMENT (PHONE 893-7238.) CONTACT MARTHA.HEGENBARTH@STPETE.ORG FOR INSTRUCTIONS ON SUBMITTAL AFTER THE BUILDING PERMIT HAS BEEN APPROVED AND PRIOR TO CONSTRUCTION.

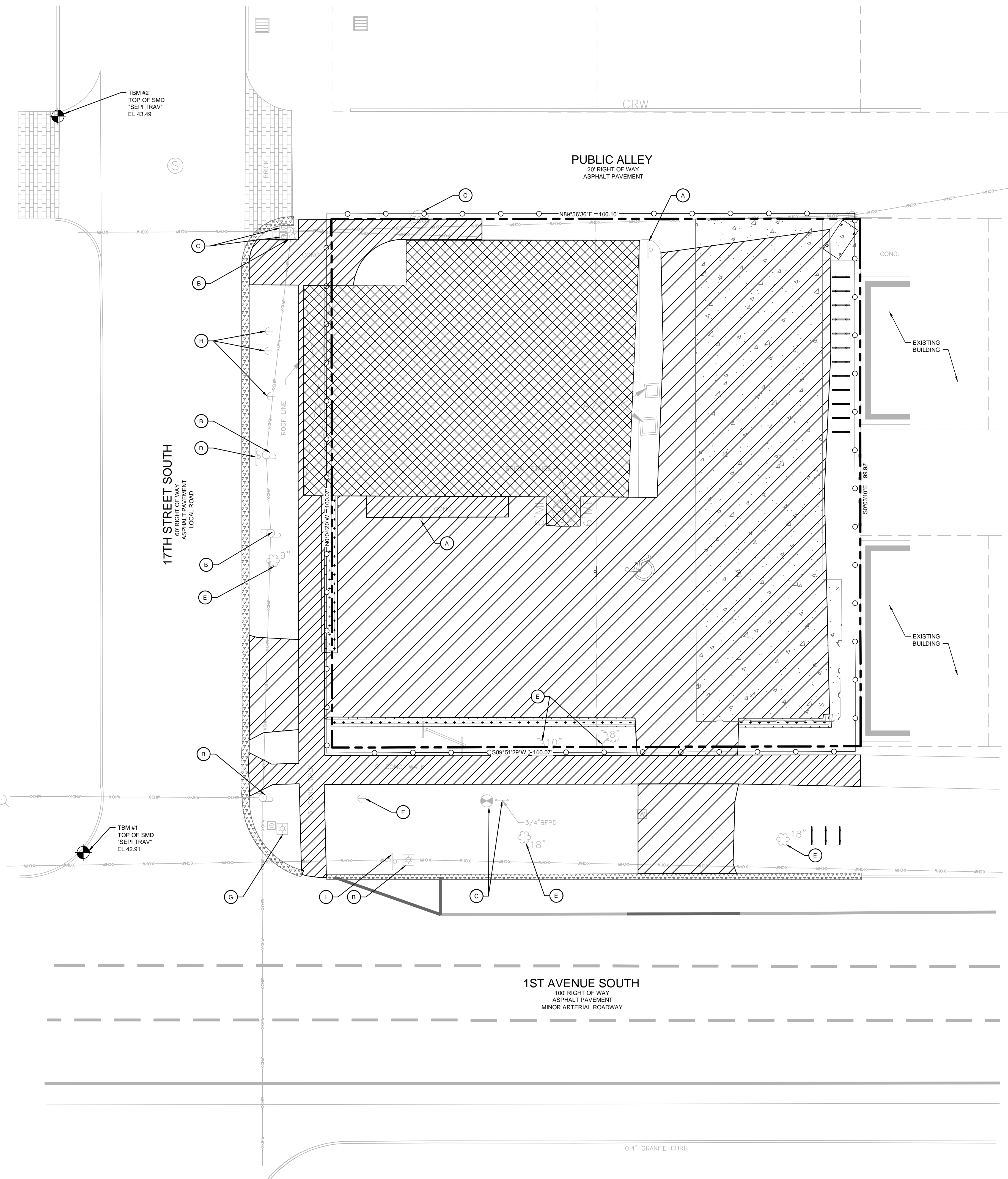
 <p>© 2023 KIMLEY-HORN AND ASSOCIATES, INC.                  201 NORTH FRANKLIN STREET, SUITE 1400, TAMPA, FL 33602                  PHONE: 813-620-1460                  WWW.KIMLEY-HORN.COM    REGISTRY NO. 696</p>		DESIGN ENGINEER: SCOTT W. GILNER, P.E. FL LICENSE NUMBER: 63945	DATE: 08/27/2024
SCALE: AS NOTED	DESIGNED BY: BP	DRAWN BY: RHM/KM	CHECKED BY: SWG
GENERAL NOTES			
1663 1ST AVENUE S STUDIOS PREPARED FOR BENDINROAD DEVELOPMENT, LLC			FLORIDA
CITY OF ST. PETERSBURG			DATE: 04/04/2023
SHEET NUMBER C001			PROJECT NO. 145417000



**ALERT TO CONTRACTOR:**

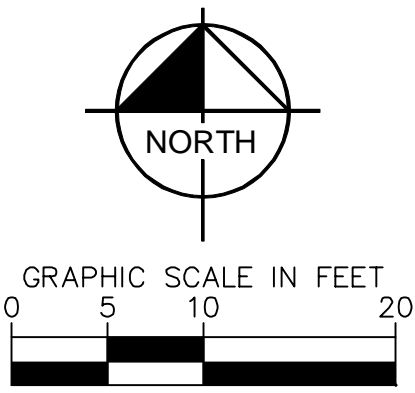
- THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE CONSIDERATION FOR THIS ISSUE, WHEN PERFORMING GRADING OPERATIONS DURING PERIODS OF WET WEATHER. PROVIDE ADEQUATE DEWATERING, DRAINAGE AND GROUND WATER MANAGEMENT TO CONTROL MOISTURE OF SOILS. REFER TO MASTER SITE SPECIFICATIONS.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.





**DEMOLITION NOTES**

- THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL (IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES) ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PARKING, DRIVES, DRAINAGE, STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
- THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
- ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING CONSTRUCTION OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. UTILITIES DETERMINED TO BE ABANDONED AND LEFT IN PLACE SHALL BE GROUTED IF UNDER BUILDING.
- ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE. CONTRACTOR SHALL PAY CLOSE ATTENTION TO EXISTING UTILITIES WITHIN THE RIGHT OF WAY DURING CONSTRUCTION.
- CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY CONSTRUCTION MANAGER. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
- SHOULD REMOVAL AND/OR RELOCATION ACTIVITIES DAMAGE FENCING, CART CORRAL, LIGHTING AND/OR STORM INLET STRUCTURES, THE CONTRACTOR SHALL PROVIDE NEW MATERIALS/ STRUCTURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. EXCEPT FOR MATERIALS DESIGNED TO BE RELOCATED ON THIS PLAN, ALL OTHER CONSTRUCTION MATERIALS SHALL BE NEW.
- CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING PARKING, SIDEWALKS, DRIVES, ETC. CLEAR AND FREE FROM ANY CONSTRUCTION ACTIVITY AND/OR MATERIAL TO ENSURE EASY AND SAFE PEDESTRIAN AND VEHICULAR TRAFFIC TO AND FROM THE SITE.
- THE CONTRACTOR SHALL COORDINATE WATER MAIN WORK WITH THE FIRE DEPT. AND THE HILLSBOROUGH COUNTY UTILITY DEPARTMENT TO PLAN PROPOSED IMPROVEMENTS AND TO ENSURE ADEQUATE FIRE PROTECTION IS CONSTANTLY AVAILABLE SITE THROUGHOUT THIS SPECIFIC WORK AND THROUGH ALL PHASES OF CONSTRUCTION. CONTRACTOR WILL BE RESPONSIBLE FOR ARRANGING/PROVIDING ANY REQUIRED WATER MAIN SHUT OFFS WITH THE HILLSBOROUGH COUNTY DURING CONSTRUCTION. ANY COSTS ASSOCIATED WITH WATER MAIN SHUT OFFS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION WILL BE PROVIDED.
- CONTRACTOR SHALL VERIFY EXISTING MONITORING WELLS ON-SITE. IF CONTRACTOR FINDS ADDITIONAL WELLS OR UNKNOWN PVC OTHER THAN THOSE IDENTIFIED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE EOR IMMEDIATELY. ALL ABANDONED AND INCOMPLETE WELLS SHALL BE PLUGGED BY FILLING FROM THE BOTTOM TO TOP WITH GROUT. THE WORK SHALL BE PERFORMED BY A LICENSED WATER WELL CONTRACTOR.



**LEGEND**

- PROPERTY LINE
- o-o- PROPOSED CONSTRUCTION FENCE
- ~~~~~ EXISTING BURIED SEWER LINES TO BE REMOVED (COORDINATE WITH OFF-SITE DEMO)
- ⊕ EXISTING STORM STRUCTURES
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING STREET SIGN
- ⊕ EXISTING BURIED ELECTRICAL BOX
- ⊕ EXISTING SANITARY SEWER MANHOLE
- ⊕ EXISTING WATER VALVE

**DEMOLITION LEGEND**

- PROPOSED DEMOLITION OF BUILDING / BUILDING APPURTENANCES / BUILDING FOUNDATION AND FOOTINGS DEMO TO INCLUDE UTILITIES AND DRAINAGE WITHIN LIMITS
- EXISTING SIDEWALK TO BE REMOVED
- EXISTING ASPHALT PARKING TO BE REMOVED
- EXISTING BRICK, STONE AND/OR BLOCK WALL AND FOUNDATION TO BE REMOVED.
- EXISTING GRANITE CURB TO BE CAREFULLY REMOVED, STOCKPILED, AND RETURNED TO CITY OF ST. PETERSBURG.
- A** EXISTING SIGN TO BE REMOVED
- B** EXISTING UTILITY / LIGHTING POLE TO BE REMOVED BY DUKE ENERGY
- C** EXISTING UTILITY BOXES, CLEAN OUTS, METERS AND VALVES TO BE REMOVED
- D** EXISTING SIGN TO BE RELOCATED
- E** EXISTING TREE TO BE REMOVED
- F** EXISTING GUY WIRE TO BE PROTECTED IN PLACE
- G** EXISTING LIGHT POLE TO BE PROTECTED IN PLACE
- H** EXISTING GUY WIRE TO BE REMOVED
- I** EXISTING SIGN TO BE PROTECTED IN PLACE



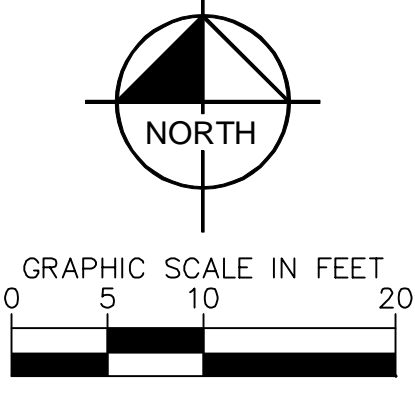
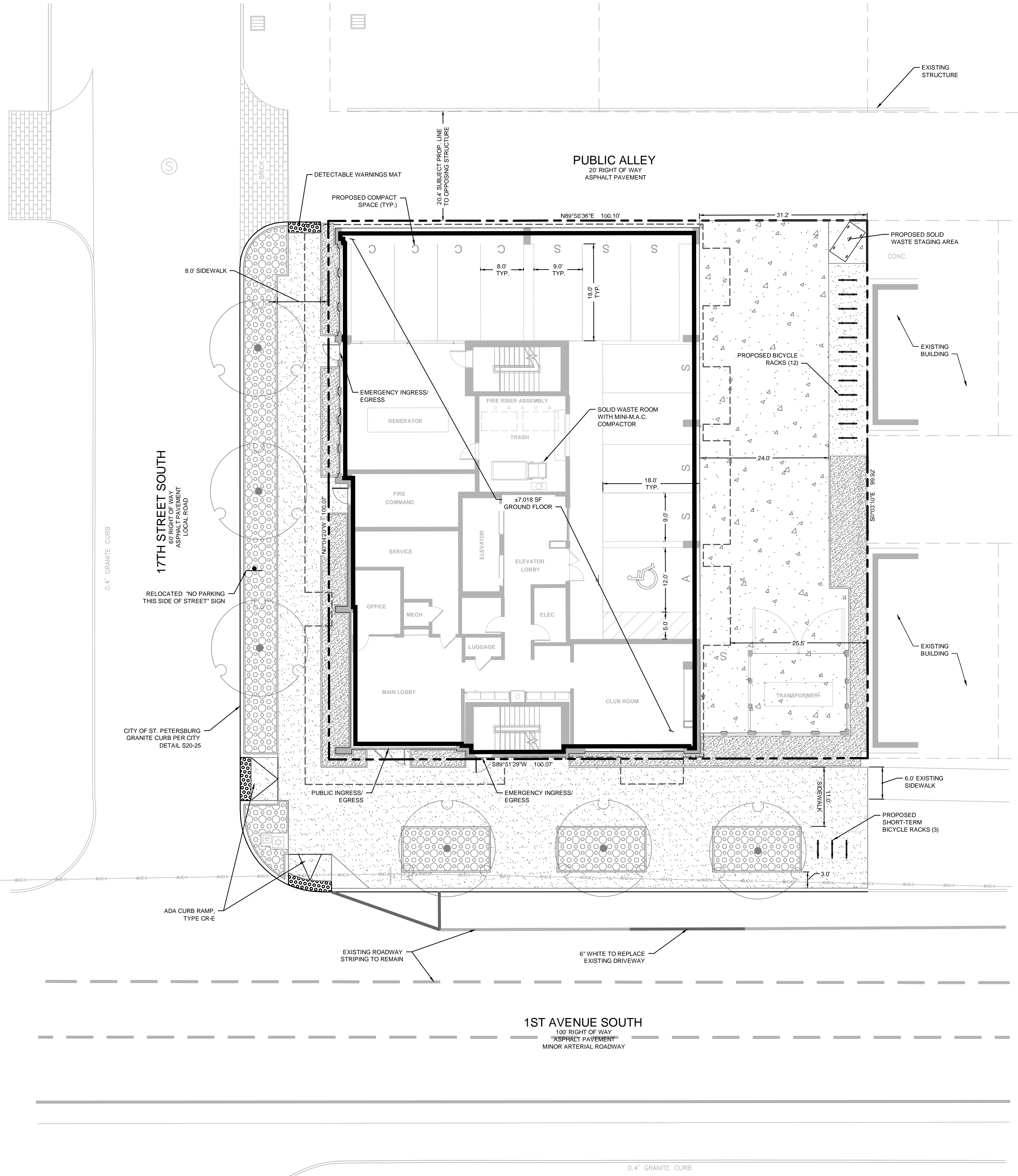
**ALERT TO CONTRACTOR:**

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- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

DESIGN ENGINEER: SCOTT W. GILNER, P.E.		FL LICENSE NUMBER: 63945	
SCALE: AS NOTED	DESIGNED BY: BP	DRAWN BY: RMM/KRM	CHECKED BY: SWG
<b>DEMOLITION PLAN</b>			
1663 1ST AVENUE S STUDIOS PREPARED FOR		BENDINROAD DEVELOPMENT, LLC	
CITY OF ST. PETERSBURG		FLORIDA	
DATE: 04/04/2023		PROJECT NO. 145417000	
SHEET NUMBER		C200	
CITY OF ST. PETERSBURG DRG SUBMITTAL		REVISIONS	
08/27/2024		BHP	
No.		DATE	



Drawing name: K:\TAM\_Civil\145417 - BendinRoad\000 - 1st Avenue Studios\CADD\Work\PlanSheets\C400 SITE PLAN.dwg - C400 Oct 03, 2024 11:20am by: Benjamin.Plante  
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**LEGEND**

- PROPERTY BOUNDARY
- PROPOSED BUILDING
- LIMITS OF BUILDING OVERHANG ABOVE
- PROPOSED CITY OF ST. PETERSBURG GRANITE CURB
- PROPOSED SIGN
- PROPOSED SIDEWALK
- PROPOSED STANDARD DUTY CONCRETE
- PROPOSED GREEN SPACE (FOUNDATION PLANTINGS)
- PROPOSED GREEN SPACE (STREETSCAPE, SEE LANDSCAPE PLAN)

PROPERTY INFORMATION	
PIN / ADDRESS	24-31-16-29718-018-0090 / 1663 1ST AVE. S.
ZONING	DOWNTOWN CENTER-2 (DC-2)
FUTURE LAND USE	CENTRAL BUSINESS DISTRICT (CBD)
FLU OVERLAY	INTOWN WEST ACTIVITY CENTER (AC)
EXISTING USE	GENERAL OFFICE
PROPOSED USE	HOTEL (60 UNITS) MULTIFAMILY (60 UNITS)
FLOOD ZONE	ZONE "X" - PANELS 12103C0218G AND 12103C0218H
TOTAL SITE AREA	10,008 SF (0.23 AC)

STRUCTURE DATA	
EXISTING BUILDING FOOTPRINT / LOT COVERAGE	2,700 SF / 27.0%
PROPOSED BUILDING FOOTPRINT / LOT COVERAGE	7,018 SF / 70.1%
ALLOWABLE BUILDING AREA / F.A.R.	70,056 SF / 7.0
GROSS BUILDING AREA / F.A.R.	70,056 SF / 7.0
PROPOSED BUILDING HEIGHT	165'-0"

**REQUIRED VEHICULAR PARKING**

HOTEL:  
- 1.0 SPACE / 4 KEYS = 15 SPACES  
MULTIFAMILY:  
- PER CITY LDC SECTION 16.10.020.1 USE PERMISSONS AND PARKING REQUIREMENTS MATRIX. ANY UNITS LESS THAN OR EQUAL TO 750 SF DO NOT REQUIRE PARKING = 0 SPACES

TOTAL: 15 SPACES  
THE PROJECT PROPOSES TO USE A 10% PARKING REDUCTION BY RIGHT DUE TO SITE PROXIMITY TO HIGH-FREQUENCY TRANSIT, BRINGING THE TOTAL REQUIRED PARKING TO **14 SPACES**.

**REQUIRED BICYCLE PARKING**

HOTEL:  
- N/A  
MULTIFAMILY:  
- LONG-TERM: 1 SPACE / UNIT = 60 SPACES  
- SHORT-TERM: 1 SPACE / 20 UNITS = 3 SPACES

TOTAL: 63 SPACES

**PROPOSED PARKING**

VEHICULAR:  
- 12 PARKING SPACES PROVIDED\*  
(1 ADA, 4 COMPACT, 7 STANDARD)

BICYCLE:  
- 75 SPACES PROVIDED\*

\* AN ADDITIONAL 12 BICYCLE SPACES ABOVE THE MINIMUM REQUIREMENTS ARE PROVIDED TO OFFSET VEHICULAR SPACES AT A RATE OF 6 BICYCLE SPACES PER 1 VEHICLE SPACE IN ACCORDANCE WITH CITY LAND DEVELOPMENT CODE SECTION 16.40.090.32.

REQUIRED LOADING SPACE	1 SPACE FOR MORE THAN 5 MULTIFAMILY UNITS
PROVIDED LOADING SPACE	1 SPACE

SITE DATA	
REQUIRED OPEN SPACE	5% OF TOTAL SITE AREA = 500 SF
PROVIDED OPEN SPACE	TOTAL OPEN SPACE: 1,001 SF (10% OF SITE AREA) TOTAL GREEN OPEN SPACE: 708 SF
PROPOSED IMPERVIOUS AREA	9,300 SF (93.0% OF SITE AREA)
PROPOSED PERVIOUS AREA	708 SF (7.0% OF SITE AREA)

STREETS	BUILDING SETBACKS			
	REQUIRED		PROVIDED	
	0' - 50'	ABOVE 50'	0' - 50'	ABOVE 50'
WEST (17TH ST SOUTH)	0'	0'	0'	0'
SOUTH (1ST AVE SOUTH)	0'	0'	0'	0'
NORTH (PUBLIC ALLEY)	0'	20'	0'	20'
EAST (PRIVATE PROP.)	0'	25'	0'	25'

- SITE NOTES**
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF ST. PETERSBURG REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
  - EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS NECESSARY.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS.
  - FOR ALL TREES TO REMAIN AND PROTECTED REFER TO LANDSCAPING MITIGATION PLAN.



**ALERT TO CONTRACTOR:**

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- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.

DESIGN ENGINEER: <b>SCOTT W. GILNER, P.E.</b>	FL LICENSE NUMBER 6,3945	DATE: 04/04/2023
	DRAWN BY: RMM/KRM	
<b>SITE PLAN</b>		
1663 1ST AVENUE S STUDIOS PREPARED FOR	BENDINROAD DEVELOPMENT, LLC	FLORIDA
CITY OF ST. PETERSBURG		DATE 04/04/2023
PROJECT NO. 145417000		SHEET NUMBER C400
KIMLEY HORN AND ASSOCIATES, INC. 201 NORTH FRANKLIN STREET, SUITE 1400, TAMPA, FL 33602 PHONE: 813-620-1460 WWW.KIMLEY-HORN.COM		REVISIONS 09/27/2024 BHP



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ISSUES & REVISIONS

#	DATE	DESCRIPTION
1	10.04.24	SITE PLAN REVIEW



1663 1ST AVE SOUTH HIGH-RISE MIX-USE

DRAWN BY: MLG  
CHECKED BY: MTS  
1663 1ST AVE SOUTH HIGH-RISE MIX-USE  
ST. PETERSBURG, FLORIDA  
PROJECT NUMBER: 24-0026

RENDER  
**A300**



ISSUES & REVISIONS		
#	DATE	DESCRIPTION
1	10.04.24	SITE PLAN REVIEW



2 | SOUTHWEST PERSPECTIVE



1 | SOUTHEAST PERSPECTIVE

1663 1ST AVE SOUTH HIGH-RISE MIX-USE

DRAWN BY: BMW  
CHECKED BY: MTS  
1663 1ST AVE SOUTH HIGH-RISE MIX-USE  
ST. PETERSBURG, FLORIDA  
PROJECT NUMBER: 24-0026

EXTERIOR PERSPECTIVES

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ISSUES & REVISIONS		
#	DATE	DESCRIPTION
1	10.04.24	SITE PLAN REVIEW

1663 1ST AVE SOUTH HIGH-RISE MIX-USE

DRAWN BY: BMW  
CHECKED BY: MTS  
1663 1ST AVE SOUTH HIGH-RISE MIX-USE  
ST. PETERSBURG, FLORIDA  
PROJECT NUMBER: 24-0026

EXTERIOR PERSPECTIVES

A302



2 NORTHWEST PERSPECTIVE



1 NORTHEAST PERSPECTIVE

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#	DATE	DESCRIPTION
1	10.04.24	SITE PLAN REVIEW

MATERIAL LEGEND	
1	DIRECT APPLIED STUCCO
2	DECORATIVE HARD COAT FOAM TRIM
3	EXTERIOR PORCELAIN STONE TILE WALL CLADDING
4	PRE-ENGINEERED METAL CANOPY
5	PRE-ENGINEERED METAL FRAME WITH PERFORATED MESH PANEL
6	ALUMINUM CHANNEL LED SIGNAGE (BY OTHERS)
7	DECORATIVE ALUMINUM FENCE PANEL

EXTERIOR COLORS	
A	SW 7004 SNOWBOUND
B	SW 7064 PASSIVE
C	SW 7065 ARGOS
D	SW 7066 GRAY MATTERS
E	SW 7067 CITYSCAPE
F	SW 0068 COPEN BLUE
G	SW 0019 FESTOON AQUA

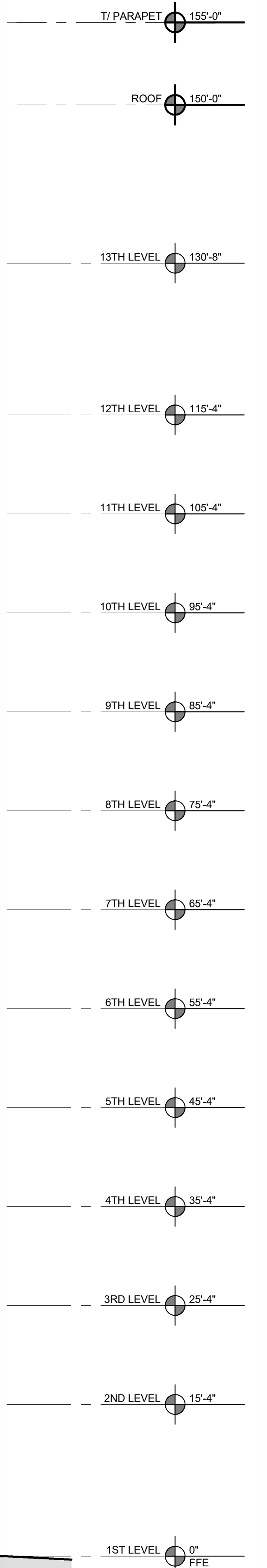
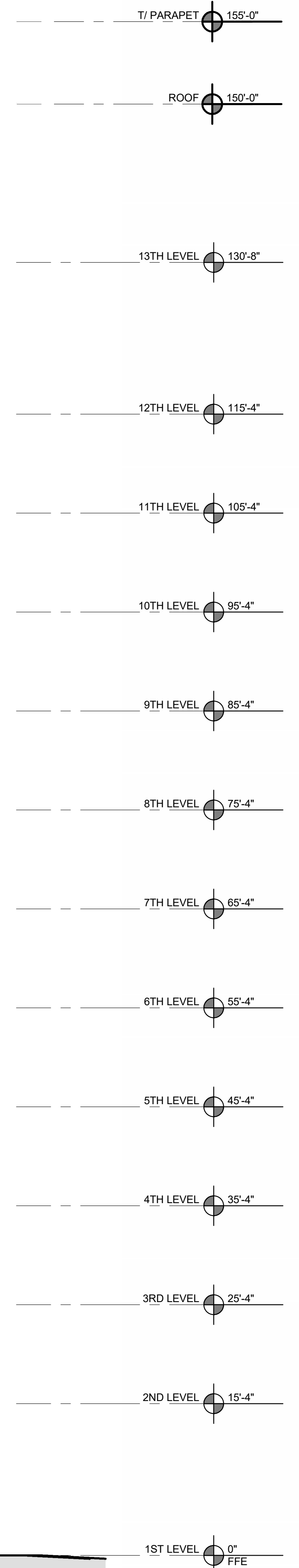
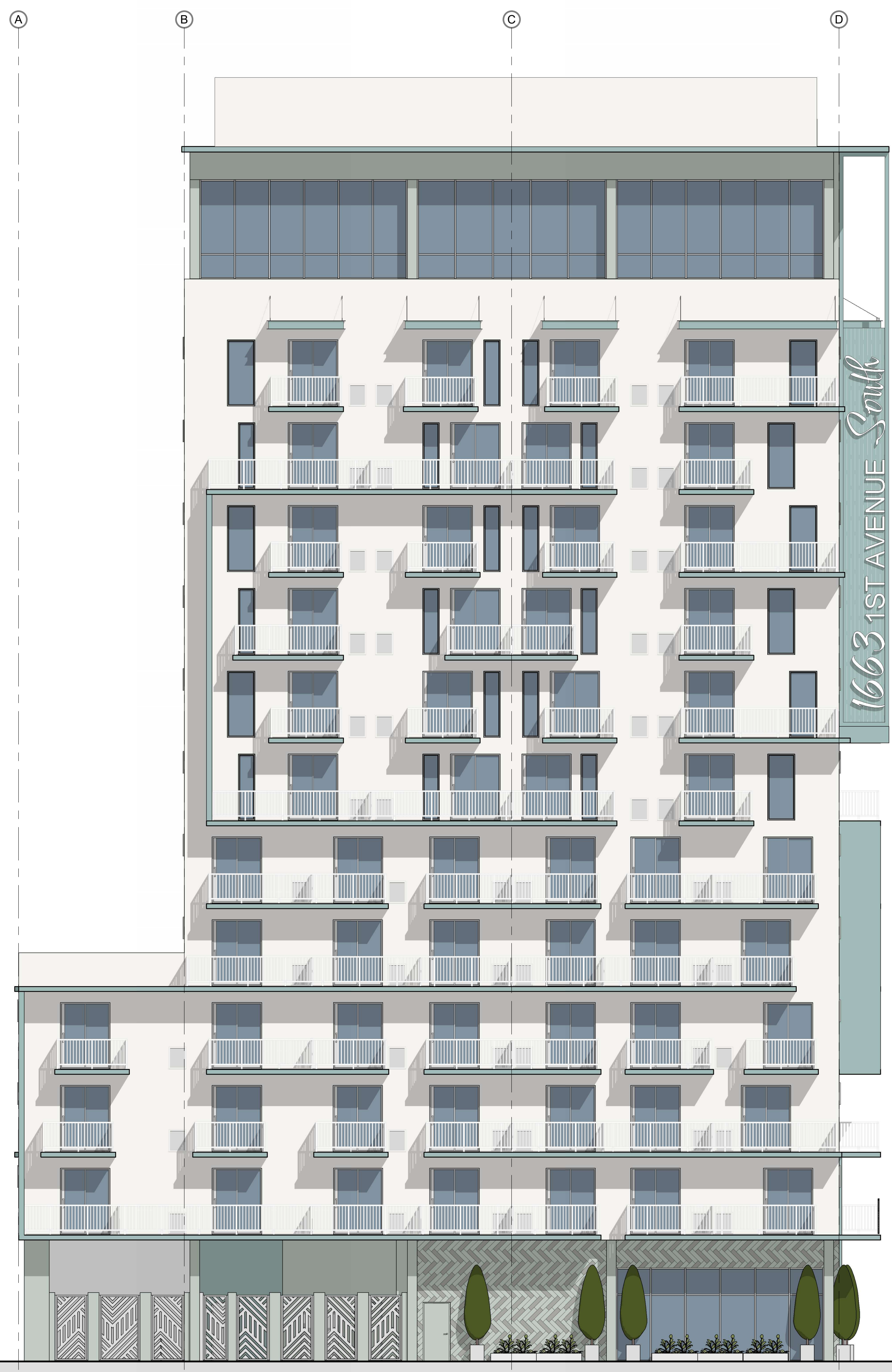
**MATERIAL & COLOR NOTES**

A. PHYSICAL SAMPLES OF ALL MATERIALS AND COLORS TO BE SUBMITTED TO AOR FOR APPROVAL AND MOCKED UP ON BUILDING FOR FINAL APPROVAL PRIOR TO FULL INSTALLATION.

B. TRANSITIONS OF MATERIALS AND PAINT COLORS TO BE LOCATED AT INSIDE CORNERS ONLY, UNO.

C. TRIM COLOR TO BE CONSISTENT WITH NO TRANSITIONS, UNO.

D. SEE EXPANDED MATERIAL LEGEND ON CAS00 FOR ADDITIONAL MATERIAL & COLOR INFO



2 EXTERIOR ELEVATION - WEST  
1/8" = 1'-0"

1 EXTERIOR ELEVATION - EAST  
1/8" = 1'-0"

1663 1ST AVE SOUTH HIGH-RISE MIX-USE

DRAWN BY: BMW  
CHECKED BY: MTS  
1663 1ST AVE SOUTH HIGH-RISE MIX-USE  
ST. PETERSBURG, FLORIDA  
PROJECT NUMBER: 24-0026

EXTERIOR ELEVATIONS - EAST AND WEST

A311



#	DATE	DESCRIPTION
1	10.04.24	SITE PLAN REVIEW

MATERIAL LEGEND	
1	DIRECT APPLIED STUCCO
2	DECORATIVE HARD COAT FOAM TRIM
3	EXTERIOR PORCELAIN STONE TILE WALL CLADDING
4	PRE-ENGINEERED METAL CANOPY
5	PRE-ENGINEERED METAL FRAME WITH PERFORATED MESH PANEL
6	ALUMINUM CHANNEL LED SIGNAGE (BY OTHERS)
7	DECORATIVE ALUMINUM FENCE PANEL

EXTERIOR COLORS	
A	SW 7004 SNOWBOUND
B	SW 7064 PASSIVE
C	SW 7065 ARGOS
D	SW 7066 GRAY MATTERS
E	SW 7067 CITYSCAPE
F	SW 0068 COPEN BLUE
G	SW 0019 FESTOON AQUA

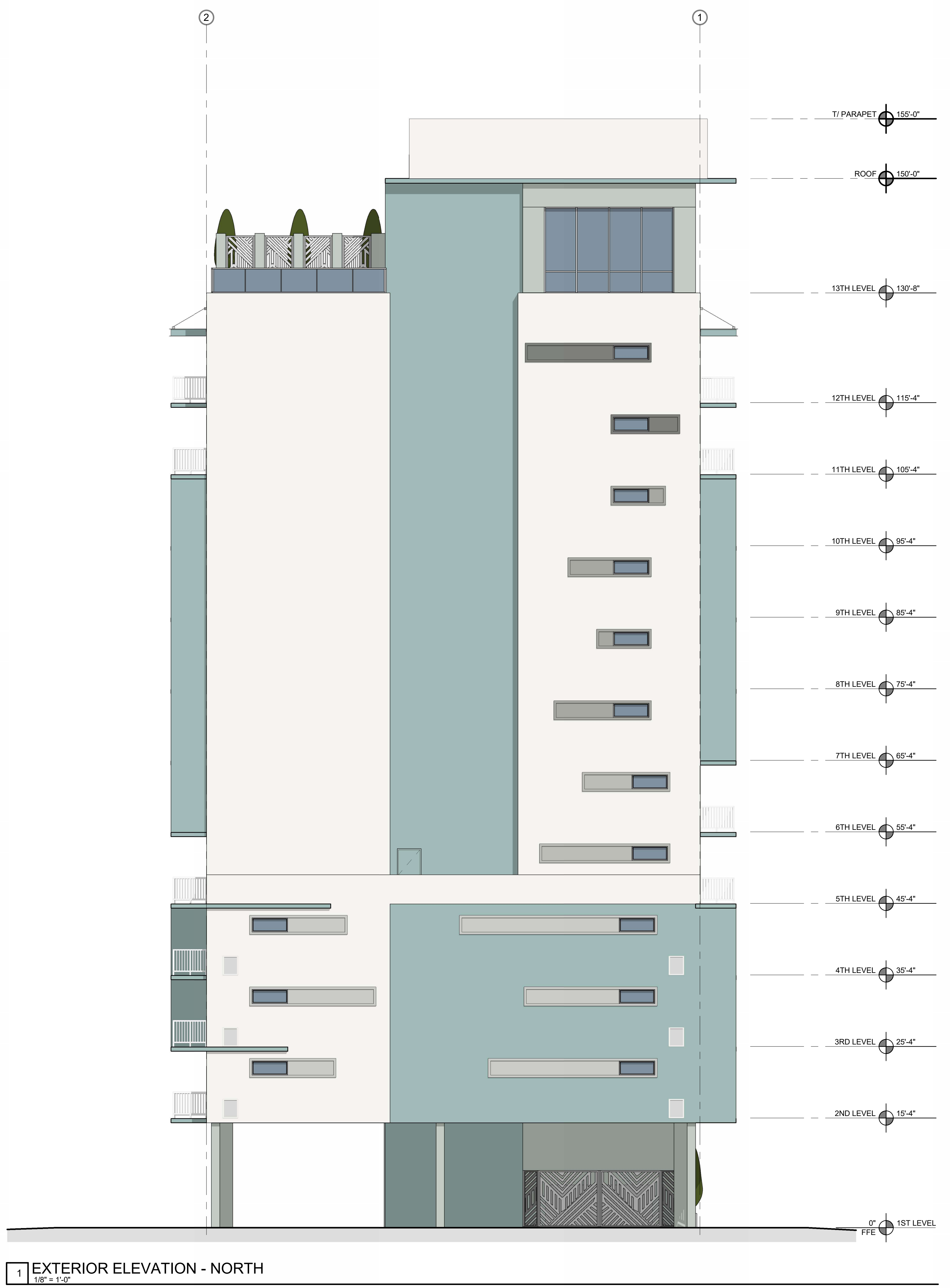
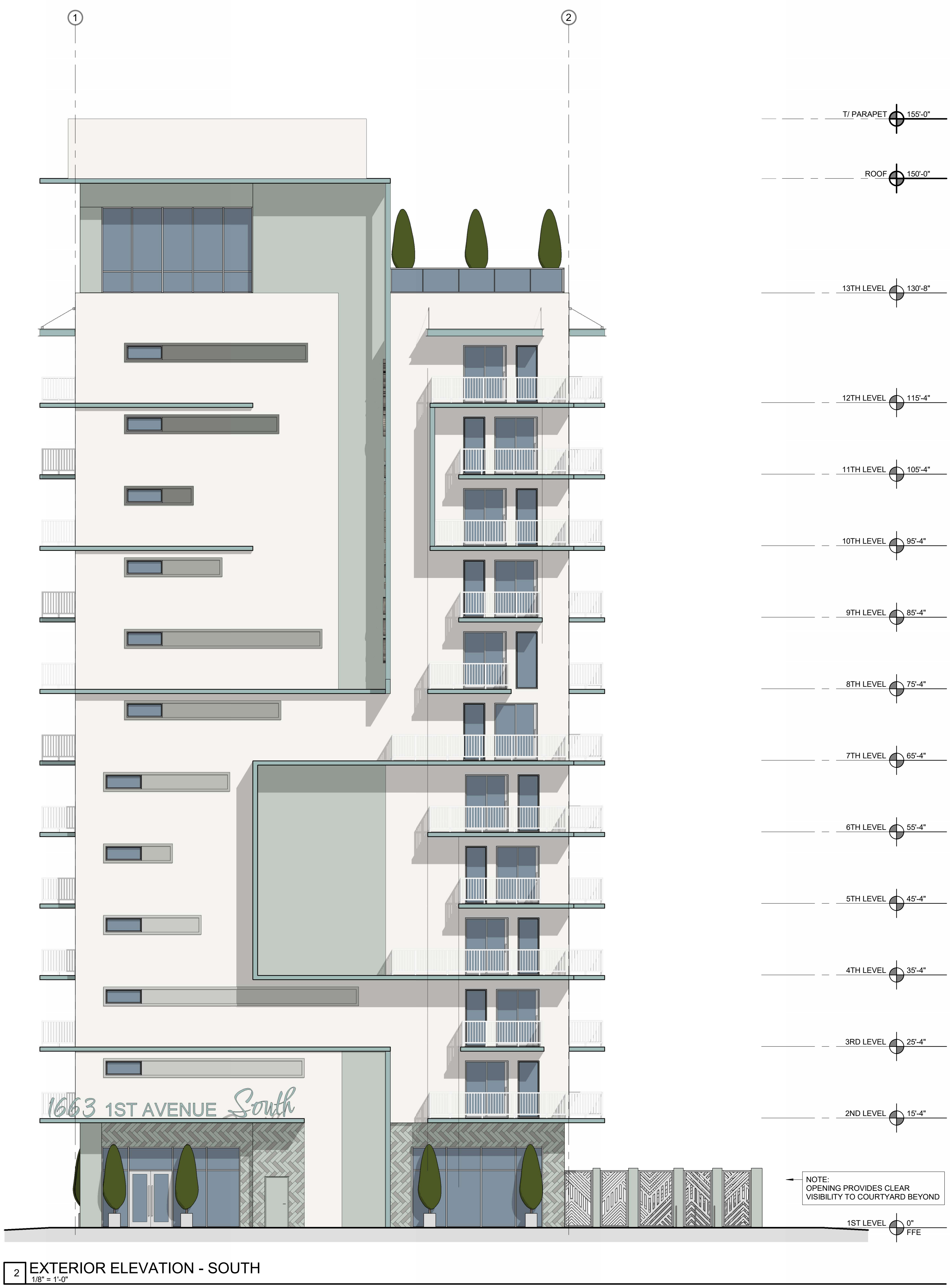
**MATERIAL & COLOR NOTES**

A. PHYSICAL SAMPLES OF ALL MATERIALS AND COLORS TO BE SUBMITTED TO AOR FOR APPROVAL AND MOCKED UP ON BUILDING FOR FINAL APPROVAL PRIOR TO FULL INSTALLATION.

B. TRANSITIONS OF MATERIALS AND PAINT COLORS TO BE LOCATED AT INSIDE CORNERS ONLY, UNO.

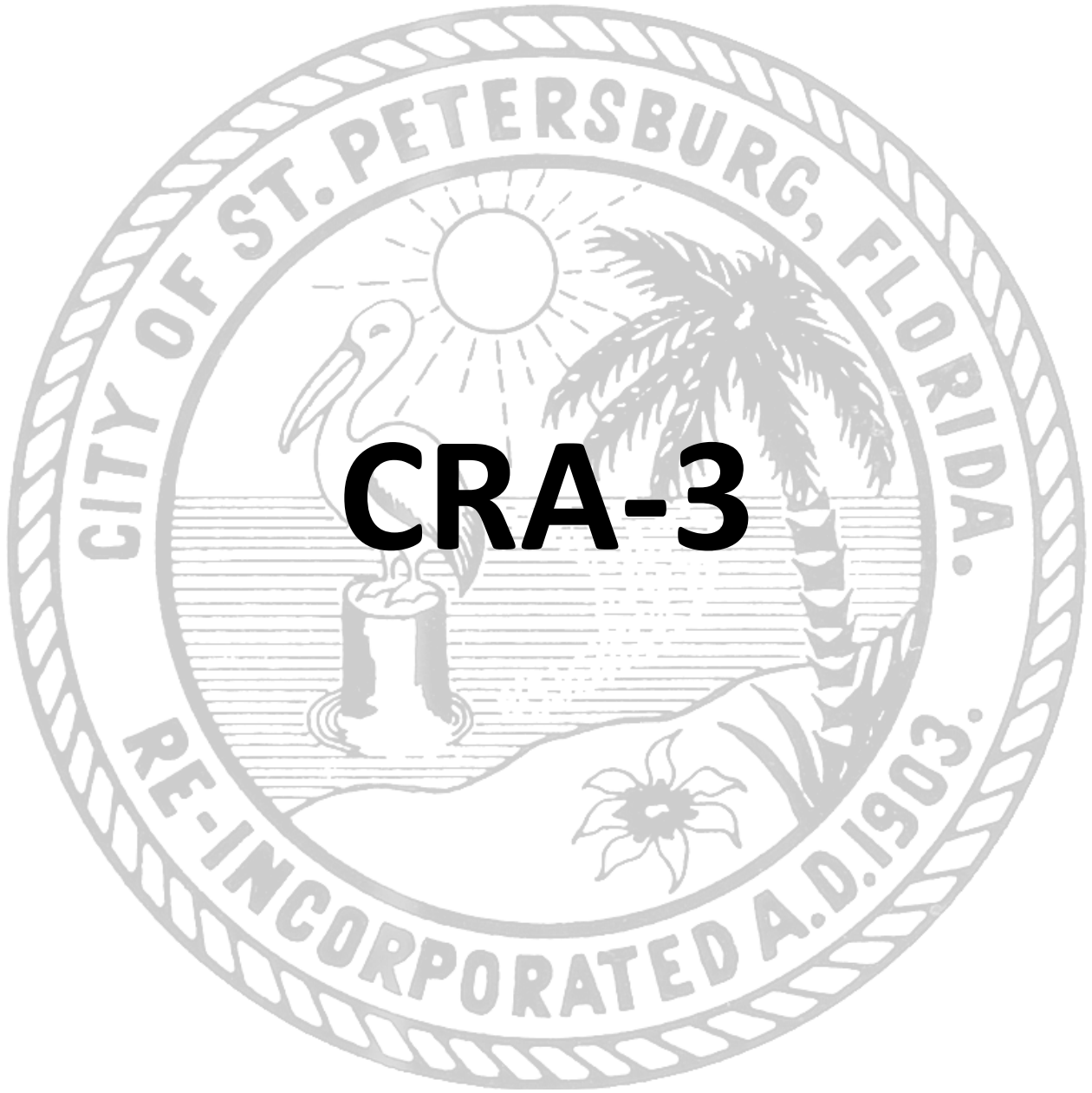
C. TRIM COLOR TO BE CONSISTENT WITH NO TRANSITIONS, UNO.

D. SEE EXPANDED MATERIAL LEGEND ON CAS00 FOR ADDITIONAL MATERIAL & COLOR INFO



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The following page(s) contain the backup material for Agenda Item: A Resolution of the St. Petersburg Community Redevelopment Agency approving the form and authorizing the execution and delivery of an amended and restated interlocal agreement with the City of St. Petersburg, Florida  
Please scroll down to view the backup material.

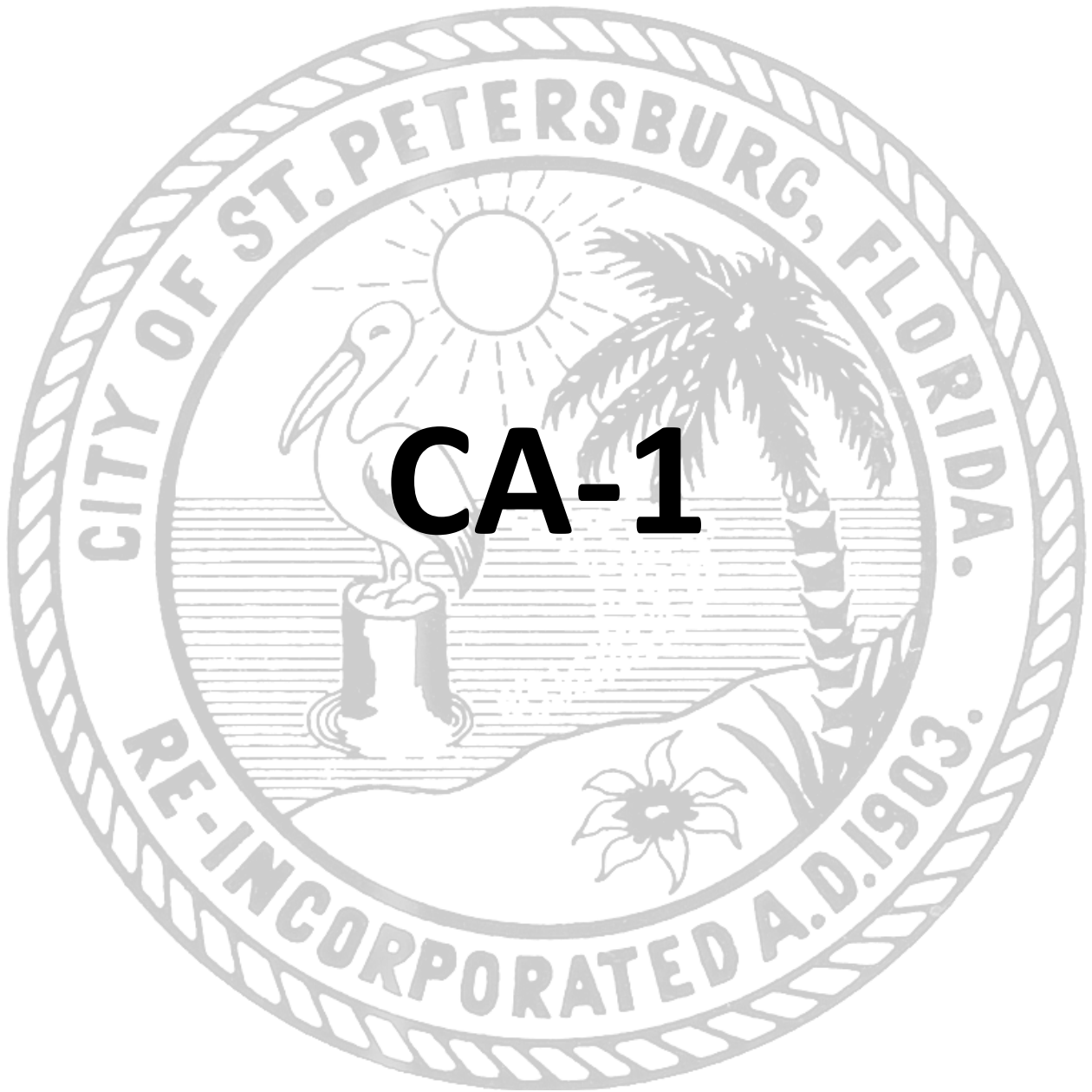


**CRA-3**



Backup for item will be available at a later date.

The following page(s) contain the backup material for Agenda Item: Accepting a bid from Dan Callaghan Enterprises, Inc., for tire repair and recapping services, in an amount of \$1,000,000. Please scroll down to view the backup material.



**CA-1**

**ST. PETERSBURG CITY COUNCIL  
Consent Agenda  
Meeting of November 21, 2024**

**To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council**

**Subject:** Accepting a bid from Dan Callaghan Enterprises, Inc., for tire repair and recapping services, in an amount of \$1,000,000.

**Explanation:** The Procurement and Supply Management Department issued IFB-24-267 on September 11, 2024. The solicitation closed on October 3, 2024 and was opened thereafter. The Procurement and Supply Management Department received one bid for tire repair and recapping services and is tabulated as follows:

<u><b>Bidder</b></u>	<u><b>Amount</b></u>
Dan Callaghan Enterprises, Inc	\$722.33/service

The vendor will provide tire repairs and recapping services for sanitation trucks, large dump trucks and catch basin cleaners. Recapped tires will be used only on rear axles, deliver approximately 75 percent of the tread life, and cost about 35 percent of a new tire. A tire casing can be recapped up to five times before a new tire is required.

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

Dan Callaghan Enterprises, Inc., (Bradenton).....\$1,000,000  
(three years @ \$333,333 per year)

Dan Callaghan Enterprises, Inc., the lowest responsible and responsive bidder, has met the requirements of IFB-24–267, dated September 11, 2024. A blanket purchase agreement will be issued for the initial three-year term and will be binding only for actual services rendered. The agreement has one, three-year renewal option.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Fleet Management Fund (5001), Fleet Management Department, Parts & Fuel Division (800-2525).

**Attachments:** Resolution

RESOLUTION NO. 2024-\_\_\_\_

A RESOLUTION ACCEPTING THE BID AND APPROVING THE AWARD OF A THREE-YEAR AGREEMENT WITH ONE THREE-YEAR RENEWAL OPTION TO DAN CALLAGHAN ENTERPRISES, INC. FOR TIRE REPAIR AND RECAPPING SERVICES IN THE AMOUNT OF \$1,000,000 FOR THE INITIAL THREE-YEAR TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued IFB No. 24-267 on September 11, 2024, for tire repair and recapping services; and

WHEREAS, the City received one (1) bid in response to IFB No. 24-267; and

WHEREAS, Dan Callaghan Enterprises, Inc. is the lowest responsible and responsive bidder and has met the requirements of IFB No. 24-267; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Fleet Management Department, recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the bid is accepted and the award of a three-year agreement with one three-year renewal option to Dan Callaghan Enterprises, Inc. for tire repair and recapping services in the amount of \$1,000,000 for the initial three-year term is hereby approved.

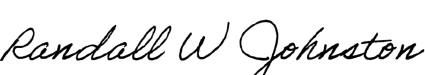
BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00776291

DEPARTMENT:

  
\_\_\_\_\_  
Randall W Johnston



## Approvals - gcc

Report • Printed on October 18, 2024

Approved

# Consent Approval: 928-82 Tire Repair and Recapping Service, November 7, 2024

Hi,

Attached is a link for approval for a new three year contract for Tire Repair and Recapping for the Fleet Department in the amount of \$1,000,000. This is replacing an existing agreement.

If you have any questions, please let me know!

### ▼ Attachments



#### Consent Folder

<https://stpete1.sharepoint.com/:f/s/>

### ▼ Final status: Approved



Step 4: Approved by

Claude Tankersley

10/18/2024 8:28:50 AM

Approved with assumption that comment made to document will be addressed



Step 3: Approved by

Randall Johnston

10/18/2024 7:22:17 AM



Step 2: Approved by

Stephanie N. Swinson

10/16/2024 2:37:59 PM



Step 1: Approved by

Margaret B. Wahl

10/16/2024 2:23:23 PM

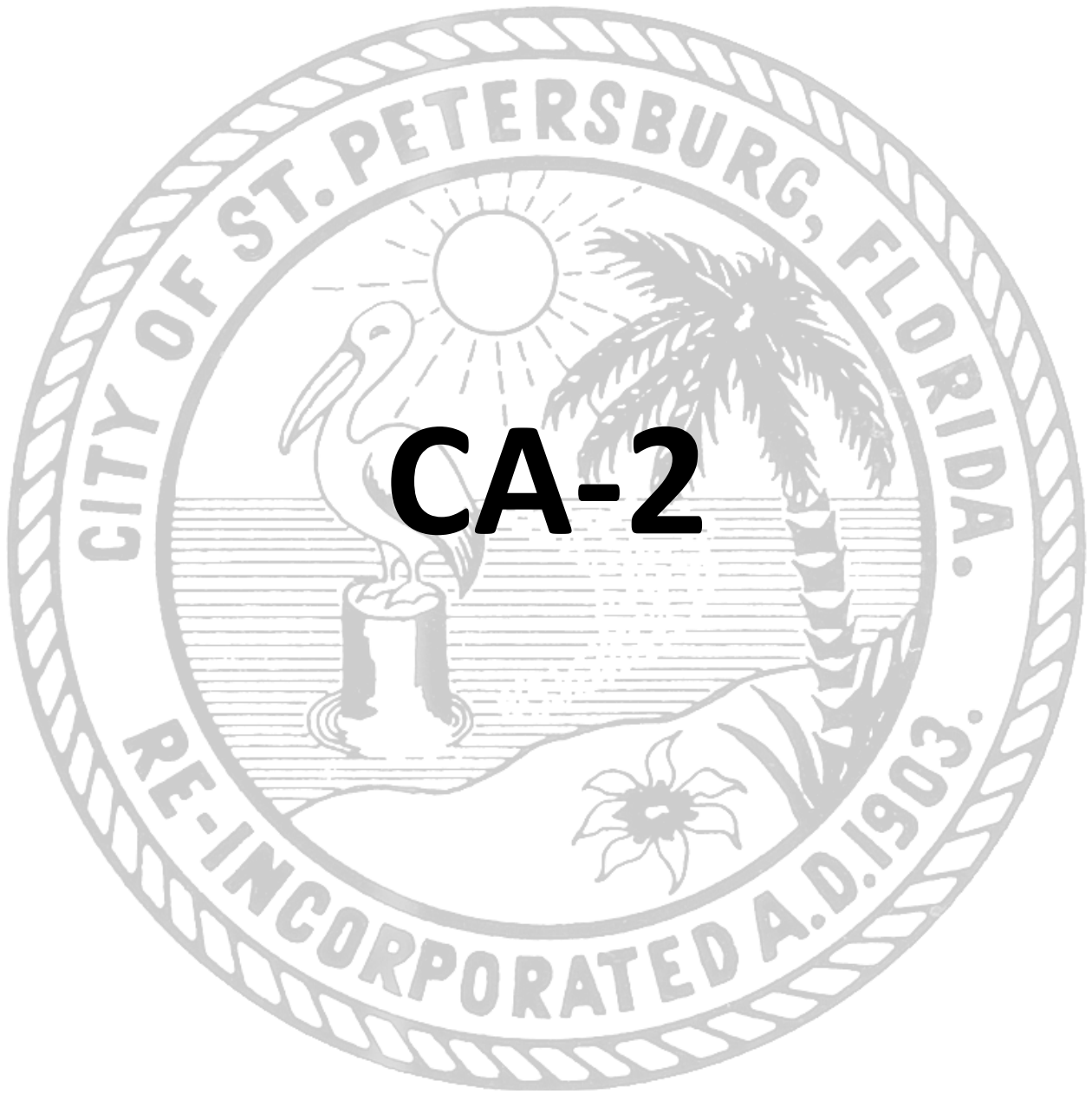


Requested by

Adam E. Williams

10/16/2024 2:12:23 PM

The following page(s) contain the backup material for Agenda Item: FY 25 Art Grants  
Please scroll down to view the backup material.



**CA-2**



**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

Meeting of November 21, 2004

**TO:** The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council.

**SUBJECT:** A resolution approving funding for various arts and cultural agencies in an amount not to exceed \$550,000 for the period of October 1, 2024, through September 30, 2025, on the recommendation of the Arts Advisory Committee; waiving the requirements of Section 112.313, Florida Statutes as to Erica Sutherlin for the funding to the Studio@620, Inc.; Jorge Vidal for the funding to the Florida Craftsmen d/b/a Florida CraftArt; and Rebecca Davis for funding to the St. Petersburg Opera Company, Inc, authorizing the Mayor or his designee to execute all documents necessary to effectuate these transactions; and providing an effective date..

**EXPLANATION:** The Arts Advisory Committee ("Committee") had several meetings to review the process of determining eligibility for arts and culture grants, the method for apportioning available funds, and the submission of eligible applicants for arts and culture grants for FY2025. The Committee consists of nine (9) members, one of whom is a City Council member, and the others are individuals who exhibit an interest in and support arts and culture in the community. Erica Sutherlin is a member of the Committee and is an employee of the Studio@620. Jorge Vidal is a member of the Committee and is an employee of the Florida Craftsmen d/b/a Florida CraftArt. Rebecca Davis is a member of the Committee and is a contractor with the St. Petersburg Opera Company, Inc.

The Committee met as the grants panel on August 23, 224. The Committee reviewed applications of the thirty-eight (38) eligible arts and cultural organizations and recommended the method of allocating funds be based upon the applicants' average scores. Thirty-seven (37) of the applicants received an average score of 80 or above to qualify for funding. In addition, fifteen (15) of those organizations applied for and were granted a second-year funding in FY2025 based on their FY2024 average scores of 90 or above. The Studio@620, the Florida Craftsmen d/b/a Florida CraftArt and the St. Petersburg Opera Company, Inc. are three of the organizations that the Committee desires to grant a second year of funding.

The FY2025 Adopted Budget includes \$550,000 for grants for arts and cultural organizations. The agencies and grant award are set forth in the Grant Award List, which is heretofore attached.

Administration desires for City Council to waive Erica Sutherlin's conflict of interest as it relates to the City's grant of a second year of funding to the Studio@620, Jorge Vidal's conflict of interest as it relates to the City's grant for funding to the Florida Craftsmen d/b/a Florida CraftArt, and Rebecca Davis' conflict of interest as it relates to the City's grant for funding to the St. Petersburg Opera Company.

**RECOMMENDATION:** Administration recommends approval of the arts and culture grant awards as recommended by the Arts Advisory Committee and City Council's waiver of Erica Sutherlin, Jorge Vidal and Rebecca Davis' conflict of interest.

**COST/FUNDING ASSESSMENT INFORMATION:** Funding has been previously appropriated in the General Fund (0001), City Development Administration Department, Arts, Culture and Tourism Division (100-1777).

**ATTACHMENTS:** Resolution and Grant Award list

**APPROVALS:** Administrative: \_\_\_\_\_

Budget: \_\_\_\_\_

Resolution No. \_\_\_\_\_

A RESOLUTION APPROVING FUNDING FOR VARIOUS ARTS AND CULTURAL AGENCIES TOTALING AN AMOUNT NOT TO EXCEED \$550,000.00 FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025 ON THE RECOMMENDATION OF THE ARTS ADVISORY COMMITTEE; WAIVING THE REQUIREMENTS OF SECTION 112.313, FLORIDA STATUTES AS TO ERICA SUTHERLIN FOR THE FUNDING TO THE STUDIO@620, INC., JORGE VIDAL FOR THE FUNDING TO FLORIDA CRAFTSMEN D/B/A FLORIDA CRAFTART, AND RECECCA DAVIS FOR THE FUNDING TO ST. PETERSBURG OPERA COMPANY, INC.; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg (“City”) desires to provide financial assistance to arts and cultural agencies in the community; and

WHEREAS, the Arts Advisory Committee, an advisory board of the City, has reviewed all eligible agency applications and has recommended funding to thirty-six (36) eligible agencies in an amount not to exceed \$550,000.00 for the period of October 1, 2024, through September 30, 2025; and

WHEREAS, each eligible agency is a non-profit corporation, that is open to the public, and dedicated to a valid public purpose; and

WHEREAS, fifteen of the agencies were recommended for their second year of funding this fiscal year based on their scores last year; and

WHEREAS, funds are available in the General Fund (0001), City Development Administration Department, Arts, Culture and Tourism Division (100-1777) for the funding recommended by the Arts Advisory Committee for FY2025; and

WHEREAS, Erica Sutherlin (“Sutherlin”), Jorge Vidal (“Vidal”), and Rebecca Davis (“Davis”) are public officers of the City by virtue of their membership on the Arts Advisory Committee, an advisory board of the City; and

WHEREAS, Sutherlin, Vidal, and Davis were appointed to the Arts Advisory Committee by the Mayor, which appointments were confirmed by City Council in accordance with City Charter Section 4.04(a); and

WHEREAS, Sutherlin is employed by The Studio@620, one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, the City’s funding of The Studio@620 constitutes this agency doing business with the City, which, absent a waiver, creates a prohibited conflict of interest for Sutherlin under Florida Statute Section 112.313(7); and

WHEREAS, Vidal is employed by Florida Craftsmen d/b/a Florida CraftArt, one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, the City’s funding of The Studio@620 constitutes this agency doing business with the City, which, absent a waiver, creates a prohibited conflict of interest for Vidal under Florida Statute Section 112.313(7); and

WHEREAS, Davis is a contractor with the St. Petersburg Opera Company, Inc., one of the entities recommended for City funding by the Arts Advisory Committee; and

WHEREAS, the City’s funding of The Studio@620 constitutes this agency doing business with the City, which, absent a waiver, creates a prohibited conflict of interest for Davis under Florida Statute Section 112.313(7); and

WHEREAS, the conflict of interests under Florida Statute Section 112.313(7) for Sutherlin, Vidal, and Davis can be waived by City Council pursuant to Florida Statute Section 112.313(12) since they sit on an advisory board of the City; and

WHEREAS, City Council desires to effectuate such waivers.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that on the recommendation of the Arts Advisory Committee, the following arts and cultural agencies be funded, as listed below totaling an amount not to exceed \$550,000, for the period of October 1, 2024, through September 30, 2025:

1. Academy of Ballet Arts	\$12,389.50
2. Al Downing Tampa Bay Jazz Assoc.	\$5,940.21
3. American Craftsman Museum	\$16,860.47
4. American Stage	\$18,509.65
5. Artz 4 Life Academy	\$17,187.64
6. Bill Edwards Foundation for the Arts (Big 3 Entertainment)	\$18,147.36
7. Chorale Masterworks Festival/Master Chorale of Tampa Bay	\$12,142.15
8. Creative Clay	\$18,366.35
9. DMG School Project Inc.	\$12,098.24
10. Embracing our Differences	\$17,078.56
11. EMIT	\$6,041.85
12. Florida CraftArt	\$18,331.01
13. freeFall Theatre	\$18,518.16
14. Friends of the Festival, Inc. (TIGLFF)	\$11,531.13
15. Girls Rock St. Pete Inc.	\$11,483.88
16. Great Explorations	\$18,692.22

17. Gulf Coast Artists' Alliance Inc.	\$5,765.57
18. Imagine Museum	\$17,209.45
19. In Touch with Communities Around the World, Inc./ACT	\$17,994.68
20. James Museum of Western & Wildlife Art	\$18,496.35
21. Keep St. Pete Lit	\$5,896.36
22. Morean Arts Center	\$18,894.41
23. Museum of Fine Arts of St. Petersburg, Florida, Inc.	\$18,670.84
24. Poynter Institute for Media Studies	\$18,038.30
25. Salvador Dali Museum	\$19,216.35
26. St Petersburg Int'l Folk Fair Society Inc (SPIFFS)	\$5,969.00
27. St Petersburg Preservation Inc (Preserve the 'Burg)	\$11,749.25
28. St. Pete Arts Alliance	\$18,670.62
29. St. Pete College/Palladium Theater	\$18,867.15
30. St. Pete Pride, Inc.	\$17,493.01
31. St. Pete/Clearwater Film Society (Sunscreen)	\$12,083.26
32. St. Petersburg Historical Society, Inc./History Museum	\$18,256.42
33. St. Petersburg Opera	\$18,575.41
34. Studio@620	\$12,187.30
35. Tampa Bay Symphony	\$6,005.50
36. The Florida Holocaust Museum	\$18,735.40
37. Warehouse Arts District Association	\$17,906.99

BE IT FURTHER RESOLVED that the requirements of Section 112.313, Florida Statutes are hereby waived as to Erica Sutherlin for the funding to The Studio@620, Inc, Jorge Vidal for the funding to Florida Craftsmen d/b/a Florida CraftArt, and Rebecca Davis for the funding to the St. Petersburg Opera Company, Inc.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents necessary to effectuate the intent of this resolution with each agency.

This Resolution will become effective immediately upon its adoption.

LEGAL:

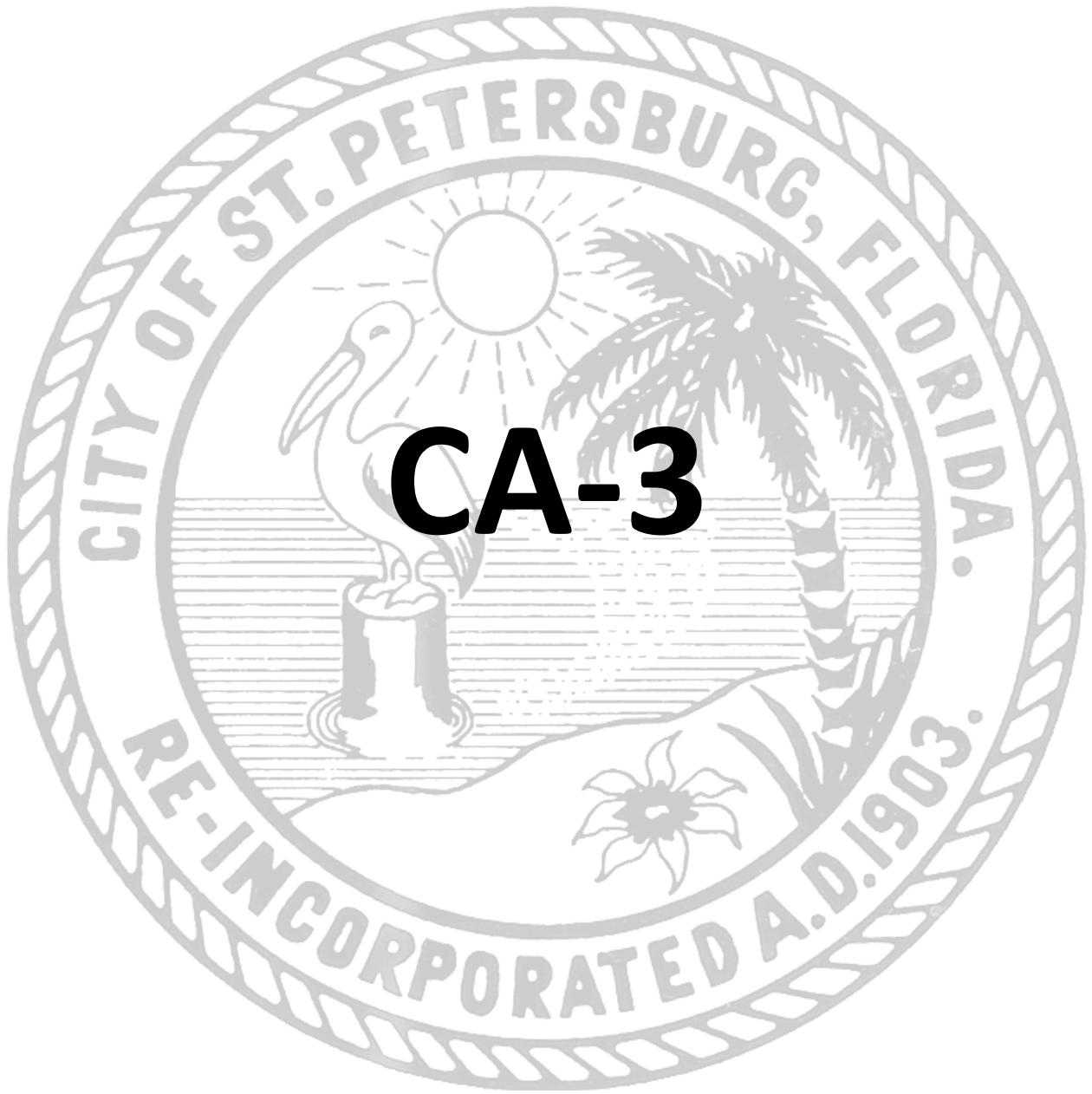


00774149

DEPARTMENT:



The following page(s) contain the backup material for Agenda Item: A Resolution accepting the final Guaranteed Maximum Price (GMP) proposal in the additional amount of \$376,002 from Create Building Company LLC (formerly WJ Create) (Create), for a revised total GMP in the amount of \$946,857 for construction-phase services associated with improvements at various Recreation Centers as part of the Recreation Centers Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Create dated August 15, 2023 to incorporate the final GMP proposal into the Agreement and modify other necessary provisions; and providing an effective date (ECID Project No. 23140-100)  
Please scroll down to view the backup material.



**CA-3**

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of November 21, 2024

**TO:** The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

**SUBJECT:** A Resolution accepting the final Guaranteed Maximum Price (“GMP”) proposal in the additional amount of \$376,002 from Create Building Company LLC (formerly WJ Create) (“Create”), for a revised total GMP in the amount of \$946,857 for construction-phase services associated with improvements at various Recreation Centers as part of the Recreation Centers Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Create dated August 15, 2023 to incorporate the final GMP proposal into the Agreement and modify other necessary provisions; and providing an effective date (ECID Project No. 23140-100)

**EXPLANATION:** On September 8, 2022, City Council acknowledged the selection of five CMAR firms for the CMAR Continuing Services for City Facilities, for the Engineering & Capital Improvements Department and authorized execution of Construction Manager at Risk Agreements with a Guaranteed Maximum Price with those firms. A Letter Agreement as executed with each firm establishing the terms and conditions of the continuing services including an agreed upon fee scale, the CMAR Agreement and insurance requirements.

On August 15, 2023, the Engineering and Capital Improvements Department (“ECID”) administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with Create Building Company LLC, formerly WJ Create (“Create”) for pre-construction services including the review of bid plans, site visits, and bidding services in the amount of \$5,000.

On September 7, 2023, City Council approved the First Amendment to the Agreement for a partial GMP proposal in the amount of \$570,855. The partial GMP proposal was comprised of budgeted allowances for construction phase services for facility improvements to various recreation centers following the Child Care Stabilization Subgrant stipulations which required the funds to be encumbered prior to September 30, 2023. The allowances only partially funded the construction services for each facility. The construction phase services are to include but not limited to the following: restroom renovations to replace floor and wall tile, partitions, commodes, urinals, sinks, soap dispensers, hand dryers, and water heaters, facility flooring replacement, door hardware replacement, and new reception desk areas.

This Second Amendment to the Agreement will fund the construction scope of the work listed above for the full GMP revised total of \$946,857.

### Phase I - Preconstruction

Agreement	Preconstruction Services Fees	\$	5,000.00 (Approved)
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### Phase II - GMP

Amendment No. 1	Partial GMP Construction Services	\$	570,855.00 (Approved)
<u>Amendment No. 2</u>	<u>Full GMP Construction Services</u>	<u>\$</u>	<u>376,002.00 (New)</u>

<b>Phase II GMP Sub-Total</b>	<b>\$</b>	<b>946,857.00</b>
<b>Grand Total</b>	<b>\$</b>	<b>951,857.00</b>

City Code 2-234, Small Business Enterprise (“SBE”) Assistance Program, requires a required participation percentage to be assigned to all construction projects of over \$50,000. Create is a registered SBE with the City of St. Petersburg; therefore, satisfies this City Code.

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to accept the final Guaranteed Maximum Price (“GMP”) proposal in the additional amount of \$376,002 from Create Building Company LLC (formerly WJ Create) (“Create”), for a revised total GMP in the amount of \$946,857 for construction-phase services associated with improvements at various Recreation Centers as part of the Recreation Centers Facility Improvements Project; authorizing the Mayor or his designee to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Create dated August 15, 2023 to incorporate the final GMP proposal into the Agreement and modify other necessary provisions; and providing an effective date (ECID Project No. 23140-100)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the General Fund (0001), FY23 ELC Stabilization Grant Project (19572).

**ATTACHMENTS:** Full GMP Proposal  
Resolution



RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION ACCEPTING THE FINAL GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL IN THE ADDITIONAL AMOUNT OF \$376,002 FROM CREATE BUILDING COMPANY LLC (FORMERLY WJ CREATE) (“CREATE”), FOR A REVISED TOTAL GMP IN THE AMOUNT OF \$946,857 FOR CONSTRUCTION-PHASE SERVICES ASSOCIATED WITH IMPROVEMENTS AT VARIOUS RECREATION CENTERS AS PART OF FOR THE RECREATION CENTERS FACILITY IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND CREATE DATED AUGUST 15, 2023 TO INCORPORATE THE FINAL GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; AND PROVIDING AN EFFECTIVE DATE (ECID PROJECT NO. 23140-100)

WHEREAS, on September 8, 2022, City Council (i) acknowledged the selection of five firms, including Create Building Company LLC, formerly WJ Create (“Create”), as the most qualified firms to provide construction manager at risk services on a continuing basis for City facilities projects for the Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price between the City and those qualified firms, including Create; and

WHEREAS, the City and Create entered into a Construction Manager at Risk Agreement with a Guaranteed Maximum Price (“GMP”) on August 15, 2023 (“Agreement”) for Create to provide preconstruction and phase services for the Recreation Centers Facility Improvements Project (“Project”); and

WHEREAS, Administration authorized payment under the Agreement for preconstruction services, including the review of bid plans, site visits, and bidding services, in the amount of \$5,000; and

WHEREAS, City Council approved the First Amendment to the Agreement with a partial GMP which provided for construction phase services for the Project in the amount of \$570,855 (which included a \$20,000 owner’s contingency); and

WHEREAS, Create has submitted to the City for review and acceptance a final GMP proposal in the amount of \$376,002 (which amount includes a \$38,973 owner’s contingency) for the

remaining construction phase services for the Project; and

WHEREAS the total GMP for the Project is \$946,857; and

WHEREAS, the City and Create desire to execute the Second Amendment to the Agreement to incorporate the final GMP proposal into the Agreement and modify other necessary provisions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the final guaranteed maximum price (“GMP”) proposal in the additional amount of \$376,002 from Create Building Company LLC, formerly WJ Create (“Create”) for a revised total GMP in the amount of \$946,857 for construction-phase services associated with improvements at various recreation centers as part of the Recreation Centers Facility Improvements Project is hereby accepted.


BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Second Amendment to the Construction Manager at Risk Agreement with a GMP between the City of St. Petersburg, Florida and Create dated August 15, 2023 (“Agreement”) to incorporate the Final GMP proposal into the Agreement and modify other necessary provisions.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_  
00774259

DEPARTMENT:

  
\_\_\_\_\_

**CONSTRUCTION MANAGER AT RISK – RECREATION CENTERS – FACILITY  
IMPROVEMENTS  
GUARANTEED MAXIMUM PRICE PROPOSAL  
CITY OF ST. PETERSBURG, FLORIDA  
PROJECT NO. 23140-100**

Proposal Date: 10/21/2024

This GMP Proposal was based on documents prepared by:

- WANNEMACHER JENSEN ARCHITECTS, INC.

The documents include:

- 100% CD SET, 01/19/2024

The Guaranteed Maximum Price for the RECREATION CENTERS – FACILITY IMPROVEMENTS PROJECT (23140-100) is **NINE HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$946,857)**. A summary breakdown organized by trade categories, allowances/contingencies, and the Construction Manager's Fee is included within the attachments.

Based on approval of the GMP proposal at the November 7th, 2024 City Council Meeting the Substantial Completion date is anticipated to be May 29, 2025.

**GENERAL NOTES** *The project consists of various facility improvements to the following recreation centers: Child's Park, Frank Pierce, JW Cate, Lake Vista, Roberts Center, TJJ, Walter Fuller, and Willis Johns.*

1. Construction Manager and Owner will work together to review the Allowance items and amounts based on design information and mutually concur that the Allowance values constitute reasonable estimates.

**DETAILED GMP ESTIMATE**

*See attached Exhibit*

DRAFT

**SCHEDULE OF ALLOWANCES**

<b>Allowance Number</b>	<b>Description</b>	<b>Amount</b>
01	Contractor's Contingency	\$38,973
02	Owner's Contingency	\$38,973

DRAFT

**SCHEDULE OF ALLOWANCES**

All construction management, labor and equipment will be charged at the billable rates per this Rate Matrix.

*\*All equipment will be billed per the current Blue Book Rates found at [www.equipmentwatch.com](http://www.equipmentwatch.com)*

Description of Salary Management Staff	Billable Rate
Project Management / Site Supervision	\$106.53 (Hourly)

Description of Hourly Craft Labor Staff	Billable Rate*
Misc. Carpentry / Handyman	\$75 (Hourly)

**CONSTRUCTION SCHEDULE**

*See attached Exhibit*

**LIST OF DRAWINGS**

*See attached Exhibit*

DRAFT

## DRAWING LIST AND SPECIFICATIONS

**PROJECT:**

CITY OF ST PETERSBURG - RECREATION CENTER IMPROVEMENTS  
 CITY PROJECT NO. 23140-100

#	SHEET ID	TITLE	DATE	REVISION #
<b>CHILDS PARK</b>				
11605-001	G-100	COVER PAGE	01/19/24	0
11605-002	G-101	DRAWING LEGEND AND BUILDING DATA	01/19/24	0
11605-003	G-104	MOUNTING HEIGHTS	01/19/24	0
11605-004	G-106	SPECIFICATIONS	01/19/24	0
11605-005	G-107	SPECIFICATIONS	01/19/24	0
11605-006	G-108	SPECIFICATIONS	01/19/24	0
11605-007	A-101	DEMOLITION PLAN & FLOOR PLAN	01/19/24	0
11605-008	ID-101	FINISH PLAN & RESTROOM ELEVATIONS	01/19/24	0
11605-009	P0.01	PLUMBING LEAD-IN SHEET	01/19/24	0
11605-010	P0.02	PLUMBING SPECIFICATION	01/19/24	0
11605-011	P3.01	PLUMBING PLAN	01/19/24	0
11605-012	P6.01	PLUMBING SCHEDULE	01/19/24	0
11605-013	E0.01	ELECTRICAL LEAD_IN SHEET	01/19/24	0
11605-014	E1.01	ELECTRICAL DEMOLITION PLAN	01/19/24	0
11605-015	E4.01	ELECTRICAL POWER PLAN		
<b>FRANK PIERCE</b>				
11606-001	G-100	COVER PAGE	01/19/24	0
11606-002	G-101	DRAWING LEGEND AND BUILDING DATA	01/19/24	0
11606-003	G-106	SPECIFICATIONS	01/19/24	0
11606-004	G-107	SPECIFICATIONS	01/19/24	0
11606-005	G-108	SPECIFICATIONS	01/19/24	0
11606-006	A-101A	DEMOLITION PLAN & FLOOR PLAN	01/19/24	0
11606-007	A-101B	DEMOLITION PLAN & FLOOR PLAN	01/19/24	0
<b>JW CATE</b>				
11607-001	G-100	COVER PAGE	01/19/24	0
11607-002	G-101	DRAWING LEGEND AND BUILDING DATA	01/19/24	0
11607-003	G-104	MOUNTING HEIGHTS	01/19/24	0
11607-004	G-106	SPECIFICATIONS	01/19/24	0
11607-005	G-107	SPECIFICATIONS	01/19/24	0
11607-006	G-108	SPECIFICATIONS	01/19/24	0
11607-007	A-101	DEMOLITION PLAN & FLOOR PLAN	01/19/24	0
11607-008	ID-101	RESTROOM PLAN & ELEVATIONS	01/19/24	0
11607-009	P0.01	PLUMBING LEAD-IN SHEET	01/19/24	0



11607-010	P0.02	PLUMBING SPECIFICATIONS	01/19/24	0
11607-011	P3.01	PLUMBING PLAN	01/19/24	0
11607-012	P6.01	PLUMBING SCHEDULE	01/19/24	0
11607-013	E0.01	ELECTRICAL LEAD-IN SHEET	01/19/24	0
11607-014	E1.01	ELECTRICAL DEMOLITION PLAN	01/19/24	0
11607-015	E4.01	ELECTRICAL POWER PLAN	01/19/24	0

#### **LAKE VISTA**

11608-001	G-100	COVER PAGE	01/19/24	0
11608-002	G-106	SPECIFICATIONS	01/19/24	0
11608-003	G-107	SPECIFICATIONS	01/19/24	0
11608-004	ID-101	FINISH PLAN	10/16/24	1

#### **ROBERTS**

11609-001	G-100	COVER PAGE	01/19/24	0
11609-002	G-101	DRAWING LEGEND AND BUILDING DATA	01/19/24	0
11609-003	G-104	MOUNTING HEIGHTS	01/19/24	0
11609-004	G-106	SPECIFICATIONS	01/19/24	0
11609-005	G-107	SPECIFICATIONS	01/19/24	0
11609-006	G-108	SPECIFICATIONS	01/19/24	0
11609-007	A-101	DEMOLITION PLAN & FLOOR PLAN	01/19/24	0
11609-008	ID-101	ENLARGED FINISH PLAN & RR ELEVATIONS	01/19/24	0
11609-009	P0.01	PLUMBING LEAD-IN SHEET	01/19/24	0
11609-010	P0.02	PLUMBING SPECIFICATIONS	01/19/24	0
11609-011	P3.01	PLUMBING PLAN	01/19/24	0
11609-012	P6.01	PLUMBING SCHEDULE	01/19/24	0
11609-013	E0.01	ELECTRICAL LEAD-IN SHEET	01/19/24	0
11609-014	E1.01	ELECTRICAL DEMOLITION PLAN	01/19/24	0
11609-015	E4.01	ELECTRICAL POWER PLAN	01/19/24	0

#### **THOMAS JET JACKSON**

11610-001	G-100	COVER PAGE	01/19/24	0
11610-002	G-101	DRAWING LEGEND AND BUILDING DATA	01/19/24	0
11610-003	G-104	MOUNTING HEIGHTS	01/19/24	0
11610-004	G-106	SPECIFICATIONS	01/19/24	0
11610-005	G-107	SPECIFICATIONS	01/19/24	0
11610-006	G-108	SPECIFICATIONS	01/19/24	0
11610-007	A-101	DEMOLITION PLAN & FLOOR PLAN	01/19/24	0
11610-008	ID-101	ENLARGED FINISH PLAN & RR ELEVATIONS	10/16/24	1
11610-009	E0.01	ELECTRICAL LEAD-IN SHEET	01/19/24	0
11610-010	E1.01	ELECTRICAL DEMOLITION PLAN	01/19/24	0
11610-011	E4.01	ELECTRICAL POWER PLAN	01/19/24	0

#### **WALTER FULLER**

11611-001	G-100	COVER PAGE	01/19/24	0
11611-002	G-101	DRAWING LEGEND AND BUILDING DATA	01/19/24	0
11611-003	G-104	MOUNTING HEIGHTS	01/19/24	0
11611-004	G-106	SPECIFICATIONS	01/19/24	0
11611-005	G-107	SPECIFICATIONS	01/19/24	0
11611-006	A-100	DEMOLITION FINISH PLAN	01/19/24	0
11611-007	ID-101	FINISH PLAN & DETAILS	* Pending Revision	

**WILLIS JOHNS**

11612-001	G-100	COVER PAGE	01/19/24	0
11612-002	G-101	DRAWING LEGEND AND BUILDING DATA	01/19/24	0
11612-003	G-104	MOUNTING HEIGHTS	01/19/24	0
11612-004	G-106	SPECIFICATIONS	01/19/24	0
11612-005	G-107	SPECIFICATIONS	01/19/24	0
11612-006	G-108	SPECIFICATIONS	01/19/24	0
11612-007	A-101	FLOOR PLAN & DEMOLITION PLAN	01/19/24	0
11612-008	ID-101	RESTROOM PLANS AND ELEVATIONS	01/19/24	0
11612-009	P0.01	PLUMBING LEAD-IN SHEET	01/19/24	0
11612-010	P0.02	PLUMBING SPECIFICATIONS	01/19/24	0
11612-011	P3.01	PLUMBING PLAN	01/19/24	0
11612-012	P6.01	PLUMBING SCHEDULE	01/19/24	0
11612-013	E0.01	ELECTRICAL LEAD-IN SHEET	01/19/24	0
11612-014	E1.01	ELECTRICAL DEMOLITION PLAN	01/19/24	0
11612-015	E4.01	ELECTRICAL POWER PLAN	01/19/24	0

## ASSUMPITIONS & QUALIFICATIONS

### PROJECT:

CITY OF ST PETERSBURG - RECREATION CENTER IMPROVEMENTS

CITY PROJECT NO. 23140-100

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- Owner is to furnish and Contractor to install **all** Baby Changing Stations, Toilet Paper Dispensers, and Soap Dispensers.
- "Accurate" toilet partitions in-lieu of "Bradley Corporation".
- "ASI" toilet specialties in-lieu of "Bradley Corporation".
- "Elite Crete" epoxy system in-lieu of "Dur-A-Flex System".
- "Mapei Planiseal Moisture Barrier" system in-lieu of "Armstrong Strong" System
- Builder's Risk is not included as part of the GMP.
- Assumes existing branch circuits sufficient for new Hand Dryers.
- Assumes a new grounded wire is not need for all GFCI outlet replacements.

# CITY OF ST PETERSBURG - RECREATION CENTER IMPROVEMENTS

CITY/PROJECT NO. 23140-100

GMP PROJECT BUDGET

DIVISION / DESCRIPTION	1	2	3	4	5	6	7	8	TOTALS
	CHILDS PARK	FRANK PIERCE	JW GATE	LAKE VISTA	ROBERTS	THOMAS J JACKSON	WALTER FULLER	WILLIS JOHNS	
01 General Requirements & Conditions	23,857	8,092	22,807	8,942	23,857	18,745	14,053	19,595	\$139,949
02 Existing Conditions	9,490	1,000	11,090	8,650	11,400	7,550	15,145	11,100	\$75,425
06 Woods, Plastics, and Composites	-	-	-	-	-	18,567	-	-	\$18,567
08 Openings	-	33,408	-	-	-	-	-	-	\$33,408
09 Finishes	19,928	-	29,455	37,867	22,849	37,926	78,352	31,467	\$257,844
10 Specialties	13,120	-	25,842	-	26,667	-	-	27,643	\$93,272
22 Plumbing	29,546	-	34,502	-	35,570	-	-	36,329	\$135,947
26 Electrical	2,650	-	2,500	-	2,150	3,650	-	2,150	\$13,100
<b>TOTAL CONSTRUCTION COST</b>	<b>98,591</b>	<b>44,950</b>	<b>126,195</b>	<b>55,459</b>	<b>122,493</b>	<b>95,938</b>	<b>107,550</b>	<b>128,285</b>	<b>\$779,462</b>
General Liability Insurance	986	450	1,262	555	1,225	959	1,076	1,283	\$7,795
Construction Bond	1,183	539	1,514	666	1,470	1,151	1,291	1,539	\$9,954
Contractor's Fee	9,320	4,158	11,673	5,130	11,331	8,874	9,948	11,866	\$72,301
Contractor's Contingency	4,930	2,248	6,310	2,773	6,125	4,797	5,378	6,414	\$38,973
Owner's Contingency	4,930	2,248	6,310	2,773	6,125	4,797	5,378	6,414	\$38,973
<b>TOTALS</b>	<b>\$119,939</b>	<b>\$54,592</b>	<b>\$153,264</b>	<b>\$67,355</b>	<b>\$148,767</b>	<b>\$116,517</b>	<b>\$130,620</b>	<b>\$155,802</b>	<b>\$946,857</b>

# CHILDS PARK

## PROJECT BUDGET

MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL
01	General Conditions					
	Project Management	Project Manager & Site Supervision	5	WKLY x	\$4,261.37 =	\$21,307
	Dumpster	Per Pull	3	EA x	\$850.00 =	\$2,550
	Temp Toilets					OWNER PROVIDED
01	Subtotal General Conditions					\$23,857
02	Existing Conditions					
	Selective Demolition Services		1	LSUM x	\$5,990.00 =	\$5,990
	Wall Cavity Modification		1	LSUM x	\$1,500.00 =	\$1,500
	Temp Protection & Misc. Consumables		1	LSUM x	\$2,000.00 =	\$2,000
02	Subtotal Existing Conditions					\$9,490
09	Finishes					
	Patch Walls		1	LSUM x	\$1,000.00 =	\$1,000
	Wall Finishes	Porecelain Tile	1	LSUM x	\$5,738.00 =	\$5,738
	Flooring Finishes	Epoxy w/ 4" Cove base	1	LSUM x	\$10,082.05 =	\$10,082
	Paint	All exposed non tiled surfaces	1	LSUM x	\$3,108.00 =	\$3,108
09	Subtotal Finishes					\$19,928
10	Specialties					
	Toilet Partitions & Urinal Screens	Accurate	1	LSUM x	\$7,173.00 =	\$7,173
	Toilet Accessories	ASI - Grab Bars, Mirror	1	LSUM x	\$1,200.00 =	\$1,200
	HD - Hand Dryer	XLERATOR XL-SB & Wall Guard	1	LSUM x	\$3,797.00 =	\$3,797
	MR-1 - Mirror	Custom Vanity Mirror	1	LSUM x	\$950.00 =	\$950
	SND - Napkin Disposal					OWNER FURNISH / CONTRACTOR INSTALL
	DCS - Baby Changing Station					OWNER FURNISH / CONTRACTOR INSTALL
	SD - Soap Dispenser					OWNER FURNISH / CONTRACTOR INSTALL
	TTD - Toilet Tissue Dispenser					OWNER FURNISH / CONTRACTOR INSTALL
10	Subtotal Specialties					\$13,120
22	Plumbing					
	Caulking & Sealing		1	LUSM x	\$850.00 =	\$850
	Plumbing Subcontractor		1	LSUM x	\$28,696.00 =	\$28,696
22	Subtotal Plumbing					\$29,546
26	Electrical					
	Electrical Services		1	LSUM x	\$2,650.00 =	\$2,650
26	Subtotal Electrical					\$2,650
<b>PROJECT TOTAL</b>						<b>\$98,591</b>

# FRANK PIERCE

## PROJECT BUDGET

MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL	
01	General Conditions						
	Project Management	Project Manager & Site Supervision	2	WKLY x	\$4,261.37 =	\$6,392	
	Dumpster	Per Pull	2	EA x	\$850.00 =	\$1,700	
01	Subtotal General Conditions						\$8,092
02	Existing Conditions						
	Removal of Existing Doors		1	LSUM	\$2,450.00 =	\$2,450	
	Temp Protection & Misc. Consumables		1	LSUM x	\$1,000.00 =	\$1,000	
02	Subtotal Existing Conditions						\$1,000
08	Openings						
	Door Subcontractor	Including Frames	1	LSUM x	\$33,408.12 =	\$33,408	
08	Subtotal Openings						\$33,408
<b>PROJECT TOTAL</b>						<b>\$44,950</b>	

**JW CATE**  
PROJECT BUDGET

MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL
01	General Conditions					
	Project Management	Project Manager & Site Supervision	5	WKLY x	\$4,261.37 =	\$21,307
	Dumpster		2	EA x	\$750.00 =	\$1,500
	Temp Toilets					OWNER PROVIDED
01	Subtotal General Conditions					\$22,807
02	Existing Conditions					
	Selective Demolition Services		1	LSUM x	\$7,590.00 =	\$7,590
	Wall Cavity Modification	Additional Demolition for Toilets	1	LSUM x	\$1,500.00 =	\$1,500
	Temp Protection & Misc. Consumables		1	LSUM x	\$2,000.00 =	\$2,000
02	Subtotal Existing Conditions					\$11,090
09	Finishes					
	Wall Finishes	Porecelain Wall Tile	1	LSUM x	\$11,523.00 =	\$11,523
	Flooring Finishes	Epoxy w/ 4" Cove base	1	LSUM x	\$13,620.60 =	\$13,621
	Paint	Interior & Exterior	1	LSUM x	\$4,311.00 =	\$4,311
09	Subtotal Finishes					\$29,455
10	Specialties					
	Toilet Partitions & Urinal Screens	Accurate	1	LSUM x	\$17,203.00 =	\$17,203
	Toilet Accessoreis	ASI - Grab Bars, Mirror	1	LSUM x	\$1,982.00 =	\$1,982
	HD - Hand Dryer	XLERATOR XL-SB & Wall Guards	1	LSUM x	\$5,707.00 =	\$5,707
	MIR-1 - Mirror	Custom Vanity Mirrors	1	LSUM x	\$950.00 =	\$950
	DCS - Baby Changing Station					OWNER FURNISH / CONTRACTOR INSTALL
	SD - Soap Dispenser					OWNER FURNISH / CONTRACTOR INSTALL
	SND - Napkin Disposal					OWNER FURNISH / CONTRACTOR INSTALL
	TTD - Toilet Tissue Dispenser					OWNER FURNISH / CONTRACTOR INSTALL
10	Subtotal Specialties					\$25,842
22	Plumbing					
	Caulking & Sealing		1	LSUM x	\$850.00 =	\$850
	Plumbing Subcontractor		1	LSUM x	\$33,652.00 =	\$33,652
22	Subtotal Plumbing					\$34,502
26	Electrical					
	Electrical Services		1	LSUM x	\$2,500.00 =	\$2,500
26	Subtotal Electrical					\$2,500
<b>PROJECT TOTAL</b>						<b>\$126,195</b>

# LAKE VISTA

## PROJECT BUDGET

MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL
01	General Conditions					
	Project Management	Project Manager & Site Supervision	2	WKLY x	\$4,261.37 =	<b>\$6,392</b>
	Dumpster	Per Pull	3	EA x	\$850.00 =	<b>\$2,550</b>
01	Subtotal General Conditions					<b>\$8,942</b>
02	Existing Conditions					
	Selective Demolition Subcontractor		1	SF x	\$7,650.00 =	<b>\$7,650</b>
	Temp Protection & Misc. Consumables		1	LSUM x	\$1,000.00 =	<b>\$1,000</b>
02	Subtotal Existing Conditions					<b>\$8,650</b>
09	Finishes					
	Flooring Finishes		1	LSUM x	\$25,167.00 =	<b>\$25,167</b>
	Moisture Barrier & Flooring Prep		1	LSUM x	\$12,700.00 =	<b>\$12,700</b>
09	Subtotal Finishes					<b>\$37,867</b>
<b>PROJECT TOTAL</b>						<b>\$55,459</b>



# ROBERTS

## PROJECT BUDGET

MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL
01	General Conditions					
	Project Management	Project Manager & Site Supervision	5	WKLY x	\$4,261.37 =	\$21,307
	Dumpster	Per Pull	3	EA x	\$850.00 =	\$2,550
	Temp Toilets					OWNER PROVIDED
01	Subtotal General Conditions				\$5,100.00	\$23,857
02	Existing Conditions					
	Selective Demolition Contractors		1	LSUM x	\$7,900.00 =	\$7,900
	Wall Cavity Modification	Additional Demolition for Toilets	1	LSUM x	\$1,500.00 =	\$1,500
	Temp Protection & Misc. Consumables		1	LSUM x	\$2,000.00 =	\$2,000
02	Subtotal Existing Conditions					\$11,400
09	Finishes					
	Wall Finishes	Porecelain Tile	1	LSUM x	\$11,073.00 =	\$11,073
	Flooring Finishes	Epoxy w/ 4" Cove base	1	LSUM x	\$9,527.75 =	\$9,528
	Paint	All exposed non tiled surfaces	1,124	SF x	\$2.00 =	\$2,248
09	Subtotal Finishes					\$22,849
10	Specialties					
	Toilet Partitions & Urinal Screens	Accurate	1	LSUM x	\$16,224.00 =	\$16,224
	Toilet Accessories	ASI - Grab Bars, Mirror	1	LSUM x	\$2,836.00 =	\$2,836
	HD - Hand Dryer	XLERATOR XL-SB & Wall Guards	1	LSUM x	\$5,707.00 =	\$5,707
	MIR-2 - Mirror	Vanity Mirror	2	EA x	\$950.00 =	\$1,900
	DCS - Baby Changing Station					OWNER FURNISH / CONTRACTOR INSTALL
	SD - Soap Dispenser					OWNER FURNISH / CONTRACTOR INSTALL
	SND - Napkin Disposal					OWNER FURNISH / CONTRACTOR INSTALL
	TTD - Toilet Tissue Dispenser					OWNER FURNISH / CONTRACTOR INSTALL
10	Subtotal Specialties					\$26,667
22	Plumbing					
	Caulking & Sealing		1	LSUM x	\$850.00 =	\$850
	Plumbing Subcontractor		1	LSUM x	\$34,720.00 =	\$34,720
22	Subtotal Plumbing					\$35,570
26	Electrical					
	Electrical Services	Modifications @ New Desks	1	LSUM x	\$2,150.00 =	\$2,150
26	Subtotal Electrical					\$2,150
<b>PROJECT TOTAL</b>						<b>\$122,493</b>

# THOMAS J JACKSON

## PROJECT BUDGET

MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL
01	General Conditions					
	Project Management	Project Manager & Site Supervision	4	WKLY x	\$4,261.37 =	\$17,045
	Dumpster	Per Pull	2	EA x	\$850.00 =	\$1,700
01	Subtotal General Conditions				\$5,100.00	\$18,745
02	Existing Conditions					
	Selective Demolition Contractor		1	LSUM x	\$6,300.00 =	\$6,300
	Temp Protection & Misc. Consumables		1	LSUM x	\$1,250.00 =	\$1,250
02	Subtotal Existing Conditions					\$7,550
06	Woods, Plastics, and Composites					
	Millwork		1	LSUM x	\$18,567.00 =	\$18,567
	Countertops		100	SF x	\$95.00 =	\$9,500
06	Subtotal Woods, Plastics, and Composites					\$18,567
09	Finishes					
	Flooring Finishes	LVT	1	LSUM x	\$21,896.00 =	\$21,896
	Moisture Barrier & Flooring Prep		2,290	SF x	\$7.00 =	\$16,030
09	Subtotal Finishes					\$37,926
26	Electrical					
	Electrical Services	Modifications @ New Desks	1	LSUM x	\$3,650.00 =	\$3,650
26	Subtotal Electrical					\$3,650
<b>PROJECT TOTAL</b>						<b>\$95,938</b>

# WALTER FULLER

## PROJECT BUDGET

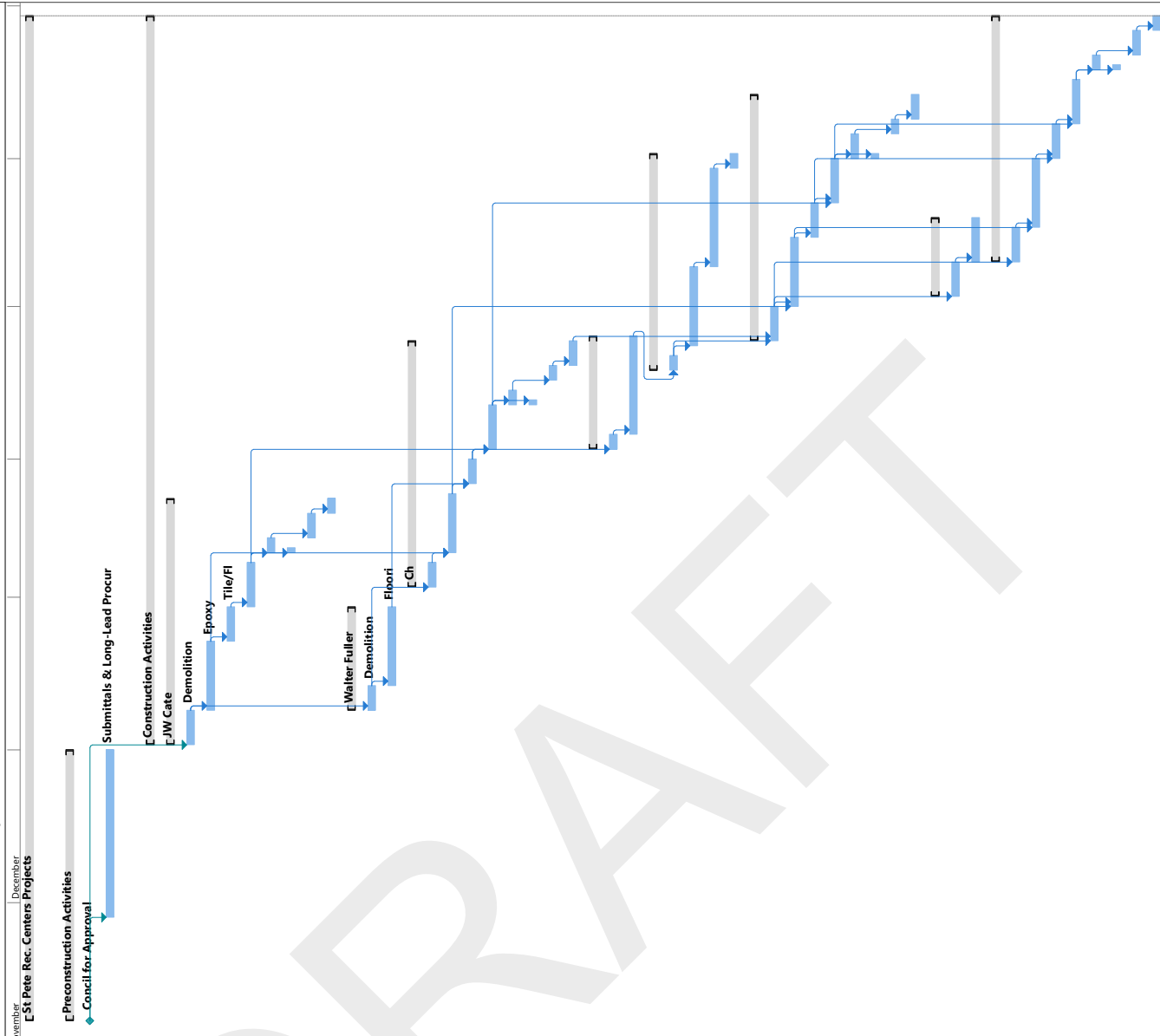
MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL
01	General Conditions					
	Project Management	Project Manager & Site Supervision	3	WKLY x	\$4,261.37 =	<b>\$10,653</b>
	Dumpster	Per Pull	4	EA x	\$850.00 =	<b>\$3,400</b>
01	Subtotal General Conditions				\$5,100.00	<b>\$14,053</b>
02	Existing Conditions					
	Selective Demolition Subcontractor		1	LSUM x	\$14,145.00 =	<b>\$14,145</b>
	Temp Protection & Misc. Consumables		1	LSUM x	\$1,000.00 =	<b>\$1,000</b>
02	Subtotal Existing Conditions					<b>\$15,145</b>
09	Finishes					
	Flooring Finishes		1	LSUM x	\$51,752.00 =	<b>\$51,752</b>
	Moisture Barrier & Flooring Prep	Allowance	1	LSUM x	\$26,600.00 =	<b>\$26,600</b>
09	Subtotal Finishes					<b>\$78,352</b>
<b>PROJECT TOTAL</b>						<b>\$107,550</b>

# WILLIS JOHNS

## PROJECT BUDGET

MAS	ITEM	DESCRIPTION	UNITS	UOM	COST	TOTAL
01	General Conditions					
	Project Management	Project Manager & Site Supervision	4	WKLY x	\$4,261.37 =	\$17,045
	Dumpster	Per Pull	3	EA x	\$850.00 =	\$2,550
	Temp Toilets					OWNER PROVIDED
01	Subtotal General Conditions				\$5,100.00	\$19,595
02	Existing Conditions					
	Selective Demolition Contactor		1	LSUM x	\$7,600.00 =	\$7,600
	Wall Cavity Modification		1	LSUM x	\$1,500.00 =	\$1,500
	Temp Protection & Misc. Consumables		1	LSUM x	\$2,000.00 =	\$2,000
02	Subtotal Existing Conditions					\$11,100
09	Finishes					
	Wall Finishes	Porecelain Tile	1	LSUM x	\$18,209.00 =	\$18,209
	Flooring Finishes	Epoxy w/ 4" Cove base	1	LSUM x	\$12,158.38 =	\$12,158
	Paint	All exposed non tiled surfaces	1	LSUM x	\$1,100.00 =	\$1,100
09	Subtotal Finishes					\$31,467
10	Specialties					
	Toilet Partitions & Urinal Screens	Accurate	1	LSUM x	\$18,713.00 =	\$18,713
	Toilet Accessories	ASI - Grab Bars, Mirror	1	LSUM x	\$3,223.00 =	\$3,223
	Hand Dryers	XLERATOR XL-SB & Wall Guards	1	LSUM x	\$5,707.00 =	\$5,707
	DCS - Baby Changing Station	Excluded - Provided By Owner				OWNER FURNISH / CONTRACTOR INSTALL
	SD - Soap Dispenser	Excluded - Provided By Owner				OWNER FURNISH / CONTRACTOR INSTALL
	SND - Napkin Disposal	Excluded - Provided By Owner				OWNER FURNISH / CONTRACTOR INSTALL
	TTD - Toilet Tissue Dispenser	Excluded - Provided By Owner				OWNER FURNISH / CONTRACTOR INSTALL
10	Subtotal Specialties					\$27,643
22	Plumbing					
	Caulking & Sealing		1	LSUM x	\$850.00 =	\$850
	Plumbing Subcontractor		1	LSUM x	\$35,479.00 =	\$35,479
22	Subtotal Plumbing					\$36,329
26	Electrical					
	Electrical Services		1	LSUM x	\$2,150.00 =	\$2,150
26	Subtotal Electrical					\$2,150
<b>PROJECT TOTAL</b>						<b>\$128,285</b>

# Simple Project Plan



ID	Task Name	Duration	Start	Finish
1	St Pete Rec. Centers Projects	146 days	Thu 11/7/24	Thu 5/29/25
2	Preconstruction Activities	39 days	Thu 11/7/24	Tue 12/31/24
3	Council for Approval	0 days	Thu 11/7/24	Thu 11/7/24
4	Submittals & Long-Lead Procurement	24 days	Thu 11/28/24	Tue 12/31/24
5	Construction Activities	106 days	Thu 12/2/25	Thu 5/29/25
6	JW Cate	36 days	Thu 12/2/25	Thu 2/20/25
7	Demolition	5 days	Thu 12/2/25	Wed 1/8/25
8	Epoxy	10 days	Thu 12/2/25	Wed 1/22/25
9	Tile/Flooring	5 days	Thu 12/2/25	Wed 1/29/25
10	Plumbing	7 days	Thu 12/2/25	Fri 2/7/25
11	Specialties	3 days	Mon 2/10/25	Wed 2/12/25
12	Electrical	1 day	Mon 2/10/25	Mon 2/10/25
13	Painting	3 days	Thu 2/13/25	Mon 2/17/25
14	Punch	3 days	Tue 2/18/25	Thu 2/20/25
15	Walter Fuller	15 days	Thu 1/9/25	Wed 1/29/25
16	Demolition	3 days	Thu 1/9/25	Mon 1/13/25
17	Flooring	12 days	Tue 1/14/25	Wed 1/29/25
18	Childs Park	36 days	Mon 2/3/25	Mon 3/24/25
19	Demolition	5 days	Mon 2/3/25	Fri 2/7/25
20	Epoxy	10 days	Mon 2/10/25	Fri 2/21/25
21	Tile/Flooring	5 days	Mon 2/24/25	Fri 2/28/25
22	Plumbing	7 days	Mon 3/3/25	Tue 3/11/25
23	Specialties	3 days	Wed 3/12/25	Fri 3/14/25
24	Electrical	1 day	Wed 3/12/25	Wed 3/12/25
25	Painting	3 days	Mon 3/17/25	Wed 3/19/25
26	Punch	3 days	Thu 3/20/25	Mon 3/24/25
27	Lake Vista	17 days	Mon 3/3/25	Tue 3/25/25
28	Demolition	3 days	Mon 3/3/25	Wed 3/5/25
29	Flooring	14 days	Thu 3/6/25	Tue 3/25/25
30	TJJ	32 days	Wed 3/19/25	Thu 5/1/25
31	Demolition	3 days	Wed 3/19/25	Fri 3/21/25
32	Millwork	12 days	Mon 3/24/25	Tue 4/8/25
33	Flooring	14 days	Wed 4/9/25	Mon 4/28/25
34	Electrical	3 days	Tue 4/29/25	Thu 5/1/25
35	Roberts	36 days	Tue 3/25/25	Tue 5/13/25
36	Demolition	5 days	Tue 3/25/25	Mon 3/31/25
37	Epoxy	10 days	Tue 4/1/25	Mon 4/14/25
38	Tile/Flooring	5 days	Tue 4/15/25	Mon 4/21/25
39	Plumbing	7 days	Tue 4/22/25	Wed 4/30/25
40	Specialties	3 days	Thu 5/1/25	Mon 5/5/25
41	Electrical	1 day	Thu 5/1/25	Thu 5/1/25
42	Painting	3 days	Tue 5/6/25	Thu 5/8/25
43	Punch	3 days	Fri 5/9/25	Tue 5/13/25
44	Frank Pierce	12 days	Thu 4/3/25	Fri 4/18/25
45	Demolition	5 days	Thu 4/3/25	Wed 4/9/25
46	Doors	7 days	Thu 4/10/25	Fri 4/18/25
47	Willis Johns	36 days	Thu 4/10/25	Thu 5/29/25
48	Demolition	5 days	Thu 4/10/25	Wed 4/16/25
49	Epoxy	10 days	Thu 4/17/25	Wed 4/30/25
50	Tile/Flooring	5 days	Thu 5/1/25	Wed 5/7/25
51	Plumbing	7 days	Thu 5/8/25	Fri 5/16/25
52	Specialties	3 days	Mon 5/19/25	Wed 5/21/25
53	Electrical	1 day	Mon 5/19/25	Mon 5/19/25
54	Painting	3 days	Thu 5/22/25	Mon 5/26/25
55	Punch	3 days	Tue 5/27/25	Thu 5/29/25



## Approvals - gcc

Report • Printed on November 7, 2024

Approved

# 11/21 Council - WJ Create - Rec Centers Imps - GMP

Re-routing to correct totals in Subject line. Item will be submitted 11/21.

### ▼ Attachments



WJ Create - Rec Centers Imps ·

[https://stpete1-my.sharepoint.com/!](https://stpete1-my.sharepoint.com/)

### ▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

11/7/2024 11:18:20 AM

MW

Step 2: Approved by

Margaret B. Wahl

11/6/2024 9:05:37 AM

BP

Step 1: Approved by

Brejesh Prayman

11/6/2024 9:03:08 AM

SJ

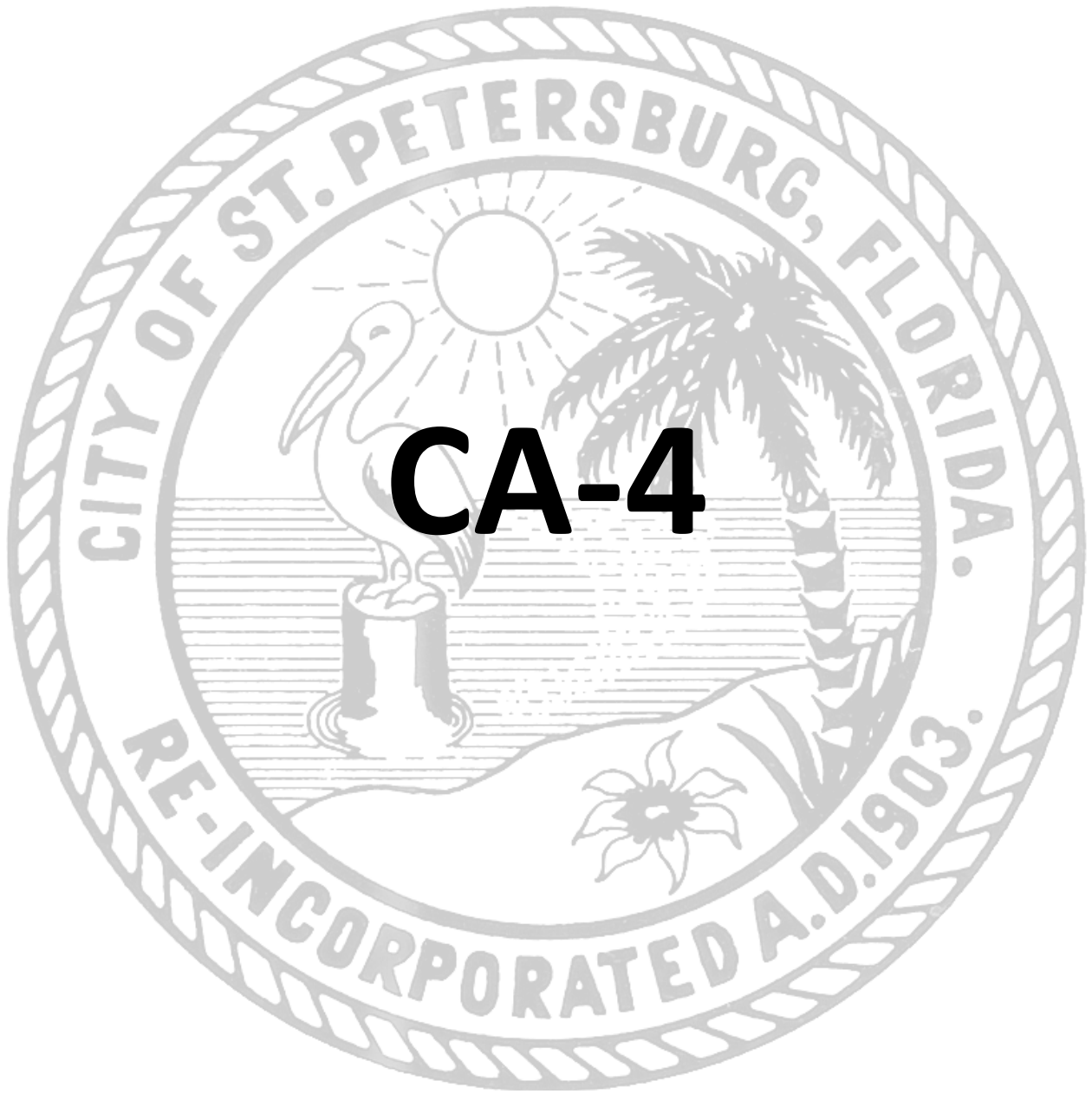
Requested by

Sarah B. Johnson

10/29/2024 8:10:00 AM

The following page(s) contain the backup material for Agenda Item: A Resolution accepting Addendum No. 1 in an amount not to exceed \$304,624 to the Guaranteed Maximum Price (“GMP”) proposal dated December 5, 2023 submitted by Biltmore Construction Co. Inc. (“Biltmore”) for construction-phase services for the Jamerson Elementary Drainage Repairs, to cover increased construction costs, bonds and insurance, general conditions, CM fees, and contingencies for both the CM and the City for required remedial work for the Project; providing that the total GMP for the Project shall not exceed \$598,800; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida, and Biltmore dated April 4, 2024, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; rescinding unencumbered appropriations in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$255,515.49 from the Vinoy Golf Club Drainage Channel Project (19857) and \$49,108.51 from the Old NE Stormwater Drainage Improvements Project (18596); approving a supplemental appropriation in the amount of \$304,624 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescissions, to the Drainage Line R/R FY24 Project (19848) to provide for the necessary funding for this Addendum; and providing an effective date. (ECID Project No. 24132-130; Oracle Project No. 19848)

Please scroll down to view the backup material.



**CA-4**



## ST. PETERSBURG CITY COUNCIL

### Consent Agenda

Meeting of November 21, 2024

**TO:** The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

**SUBJECT:** A Resolution accepting Addendum No. 1 in an amount not to exceed \$304,624 to the Guaranteed Maximum Price (“GMP”) proposal dated December 5, 2023 submitted by Biltmore Construction Co. Inc. (“Biltmore”) for construction-phase services for the Jamerson Elementary Drainage Repairs, to cover increased construction costs, bonds and insurance, general conditions, CM fees, and contingencies for both the CM and the City for required remedial work for the Project; providing that the total GMP for the Project shall not exceed \$598,800; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida, and Biltmore dated April 4, 2024, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; rescinding unencumbered appropriations in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$255,515.49 from the Vinoy Golf Club Drainage Channel Project (19857) and \$49,108.51 from the Old NE Stormwater Drainage Improvements Project (18596); approving a supplemental appropriation in the amount of \$304,624 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescissions, to the Drainage Line R/R FY24 Project (19848) to provide for the necessary funding for this Addendum; and providing an effective date. (ECID Project No. 24132-130; Oracle Project No. 19848)

**EXPLANATION:** On November 10, 2022, City Council acknowledged the selection of two CMAR firms for the CMAR Continuing Services for Roadway, Structures, and Stormwater projects, for the Engineering & Capital Improvements Department and authorized execution of Construction Manager at Risk Agreements with a Guaranteed Maximum Price with those firms. A Letter Agreement was executed with each firm establishing the terms and conditions of the continuing services including an agreed upon fee scale, the CMAR Agreement and insurance requirements.

On April 4, 2024, the City Council approved a Guaranteed Maximum Price (“GMP”) Proposal of \$294,176, engaging Biltmore Construction to assist in conducting initial field investigations and limited repairs. This work, aimed at identifying and mitigating, if budget permitted, the causes of recent depressions, focused on the city-owned drainage system located at 1200 37th St S, St. Petersburg, FL 33711, within the Jamerson Elementary campus.

The First Amendment to the GMP in an amount not to exceed \$304,624 will increase the project's budget to cover essential work identified in the recent assessment, which included cleaning, infiltration tests, and internal inspections of the drainage system. Agreed upon by Biltmore and City Administration, the scope of work includes internal joint restoration on 78-inch RCP lines using techniques such as grouting, expanding gasket placements, and polyurethane injections; grouting of lifting holes; crack remediation, the pouring of new inverts, and connection repairs to existing precast manholes; and overall site restoration. These tasks, crucial for the drainage system’s longevity and functionality, address maintenance needs beyond the initial assessments. To better prepare for unforeseen damages from recent severe weather events, contingency funds have been supplemented, although these funds may not cover all potential

additional costs. The proposed amendment's costs would exceed the repair allowances and initial contingency funds allocated in the original project's overall budget.

The summary of the proposed amended GMP is as follows:

	Previous	Change	Amended
Construction Cost	\$ 200,000	\$ 225,096	\$ 425,096
General Conditions	\$ 30,000	\$ 14,560	\$ 44,560
CM Contingency	\$ 10,000	\$ 7,054	\$ 17,054
CM Fee	\$ 28,800	\$ 32,580	\$ 61,380
General Liability	\$ 2,688	\$ 2,667	\$ 5,355
Performance Bond	\$ 2,688	\$ 2,667	\$ 5,355
Subtotal GMP	\$ 274,176	\$ 284,624	\$ 558,800
Owner's Contingency	\$ 20,000	\$ 20,000	\$ 40,000
<b>Guaranteed Maximum Price</b>	<b>\$ 294,176</b>	<b>\$ 304,624</b>	<b>\$ 598,800</b>

**RECOMMENDATION:** Approval of a Resolution accepting Addendum No. 1 in an amount not to exceed \$304,624 to the Guaranteed Maximum Price (“GMP”) proposal dated December 5, 2023 submitted by Biltmore Construction Co. Inc. (“Biltmore”) for construction-phase services for the Jamerson Elementary Drainage Repairs, to cover increased construction costs, bonds and insurance, general conditions, CM fees, and contingencies for both the CM and the City for required remedial work for the Project; providing that the total GMP for the Project shall not exceed \$598,800; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager at Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida, and Biltmore dated April 4, 2024, to incorporate Addendum No. 1 to the GMP proposal into such Agreement; rescinding unencumbered appropriations in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$255,515.49 from the Vinoy Golf Club Drainage Channel Project (19857) and \$49,108.51 from the Old NE Stormwater Drainage Improvements Project (18596); approving a supplemental appropriation in the amount of \$304,624 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescissions, to the Drainage Line R/R FY24 Project (19848) to provide for the necessary funding for this Addendum; and providing an effective date. (ECID Project No. 24132-130; Oracle Project No. 19848)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds will be available after the approval of a rescission of an unencumbered appropriation in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$255,515.49 from the Vinoy Golf Club Drainage Channel Project (19857) and \$49,108.51 from the NE Stormwater Drainage Improvements Project (18596) and approval of a supplemental appropriation in the amount of \$304,624 from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescissions, to the Drainage Line R/R FY24 Project (19848).

**ATTACHMENTS:** Resolution  
GMP Addendum No. 1

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION ACCEPTING ADDENDUM NO. 1 IN AN AMOUNT NOT TO EXCEED \$304,624 TO THE GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED DECEMBER 5, 2023 SUBMITTED BY BILTMORE CONSTRUCTION CO. INC. (“BILTMORE”) FOR CONSTRUCTION-PHASE SERVICES FOR THE JAMERSON ELEMENTARY DRAINAGE REPAIRS PROJECT (“PROJECT”), TO COVER INCREASED CONSTRUCTION COSTS, BONDS AND INSURANCE, GENERAL CONDITIONS, CM FEES, AND CONTINGENCIES FOR BOTH THE CM AND THE CITY FOR REQUIRED REMEDIAL WORK FOR THE PROJECT; PROVIDING THAT THE TOTAL GMP FOR THE PROJECT SHALL NOT EXCEED \$598,800; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK (“CMAR”) AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA, AND BILTMORE DATED APRIL 4, 2024, TO INCORPORATE ADDENDUM NO. 1 TO THE GMP PROPOSAL INTO SUCH AGREEMENT; RESCINDING UNENCUMBERED APPROPRIATIONS IN THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013) IN THE AMOUNT OF \$255,515.49 FROM THE VINOY GOLF CLUB DRAINAGE CHANNEL PROJECT (19857) AND \$49,108.51 FROM THE OLD NE STORMWATER DRAINAGE IMPROVEMENTS PROJECT (18596); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$304,624 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE STORMWATER DRAINAGE CAPITAL PROJECTS FUND (4013), RESULTING FROM THE ABOVE RESCISSIONS, TO THE DRAINAGE LINE R/R FY24 PROJECT (19848) TO PROVIDE THE NECESSARY FUNDING FOR THIS ADDENDUM; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 24132-130; ORACLE PROJECT NO. 19848)

WHEREAS, on November 10, 2022, City Council (i) acknowledged the selection of two firms, including Biltmore Construction Co. Inc. (“Biltmore”), as the most qualified firms to provide construction manager at risk services on a continuing basis for Roadway, Structures, and Stormwater projects for the Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price (“GMP”) between the City and those qualified firms, including Biltmore; and

WHEREAS, on April 4, 2024, City Council accepted the Guaranteed Maximum Price Proposal (“GMP”) dated December 5, 2023 in the amount of \$294,176 and authorized the Mayor or his designee to execute the Construction Manager at Risk Agreement with a GMP (“Agreement”)

for Biltmore to provide construction services for the Jamerson Elementary Drainage Repairs Project (“Project”); and

WHEREAS, the City and Biltmore entered into the Agreement on April 18, 2024; and

WHEREAS, Biltmore has submitted to the City for review and acceptance Addendum 1 to the GMP in the amount of \$304,624 (which includes an additional \$20,000 owner’s contingency) for required remedial work for the Project, for a total GMP in the amount of \$598,800 (which includes a total owner’s contingency of \$40,000); and

WHEREAS, the City and Biltmore desire to execute the First Amendment to the Agreement to incorporate Addendum 1 to the GMP proposal into the Agreement and modify other necessary provisions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Addendum No. 1 in an amount not to exceed \$304,624 to the Guaranteed Maximum Price (“GMP”) proposal dated December 5, 2023 submitted by Biltmore Construction Co. Inc. (“Biltmore”) for construction-phase services for the Jamerson Elementary Drainage Repairs Project (“Project”), to cover increased construction costs, bonds and insurance, general conditions, CM fees, and contingencies for both the CM and the City for required remedial work for the Project is hereby accepted.

BE IT FURTHER RESOLVED that the total GMP for the Project shall not exceed \$598,800.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the first amendment to the Construction Manager at Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida, and Biltmore dated April 4, 2024, to incorporate Addendum No. 1 to the GMP proposal into such Agreement.

BE IT FURTHER RESOLVED that unencumbered appropriations in the Stormwater Drainage Capital Projects Fund (4013) in the amount of \$\$255,515.49 from the Vinoy Golf Club Drainage Channel Project (19857) and \$49,108.51 from the Old NE Stormwater Drainage Improvements Project (18596) are hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the Stormwater Drainage Capital Projects Fund (4013), resulting from the above rescissions, for fiscal year 2025 to provide the necessary funding for this Addendum:

<u>Stormwater Drainage Capital Projects Fund (4013)</u>	
Drainage Line R/R FY24 Project (19848)	\$304,624

This Resolution shall become effective immediately upon its adoption.

LEGAL:

Sharon Michmaricy  
00776009

DEPARTMENT:

Brijesh Prayman

BUDGET:

E Makofske



October 18, 2024

Mr. David Ojeda  
City of St. Petersburg  
1 4th St. North  
St. Petersburg, FL 33701

Re: Jamerson Elementary Drainage Repairs  
Additional Work Request – Rev. 1


David:

In accordance with the Wade Trim Report {INTERNAL INSPECTIONS REPAIR PLAN & PROCEDURES TASK ORDER NO. 21-05-WT/W(A) JAMERSON ELEMENTARY DRAINAGE REPAIRS-POTABLE, WASTEWATER & RECLAIMED WATER PROJECTS CITY PROJECT NO. 24132-130 dated SEPTEMBER 6, 2024), we hereby request additional funds to perform the remedial work required in the amount of THREE HUNDRED FOUR THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS (\$304,624.00). A Cost Breakdown Sheet is attached for your review and approval.

Please advise if you have any questions.

Thank you-

BILTMORE CONSTRUCTION CO., INC.

  
Travis Parker  
President

Enc: as noted

## Jamerson Elementary Storm Pipe Repair Costs

	Original GMP	Supplemental Costs	Total Costs
Misc. Storm Pipe Repair	\$ 200,000.00	\$ 141,096.00	\$ 341,096.00
CM Contingency	\$ 10,000.00	\$ 7,054.00	\$ 17,054.00
CM Personnel	\$ 20,000.00	\$ 13,560.00	\$ 33,560.00
General Conditions	\$ 10,000.00	\$ 1,000.00	\$ 11,000.00
General Liability Insurance	\$ 2,688.00	\$ 2,667.00	\$ 5,355.00
Builders Risk Insurance	\$ -	-	
Performance and Payment Bond	\$ 2,688.00	\$ 2,667.00	\$ 5,355.00
Overhead and Profit	\$ 28,800.00	\$ 32,580.00	\$ 61,380.00
Owner Contingency	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
Pipe Cleaning Allowance	\$	\$ 44,000.00	\$ 44,000.00
Additional Pipe Repair Allowance	\$	\$ 40,000.00	\$ 40,000.00
<b>Total GMP</b>	<b>\$ 294,176.00</b>	<b>\$ 304,624.00</b>	<b>\$ 598,800.00</b>
 <u>Breakout Pipe Repair Costs</u>			
Misc. Storm Repair Allowance	\$ 200,000.00		
Exploratory Cost	\$ 52,230.00		
Pipe Cleaning	\$ 52,798.00		
Remaining Balance	<b>\$ 94,972.00</b>		
 Supplemental Storm Pipe Repair and Restoration			
	\$ 236,068.00		
 Revised Cost Storm Pipe Repair			
	\$ 141,096.00		
<b>Total Change Order Amount</b>	<b>\$ 304,624.00</b>		



12535 66<sup>th</sup> STREET NORTH  
 LARGO, FL 33773  
 (p) 727-535-8241  
 (f) 727-530-0710  
 wellslld.com

**Date: September 12, 2024**

**Project: JAMERSON STORM SYSTEM / PIPE SEALING/ STRUCTURE REPAIR**  
**Owner: COSP**  
**Engineer: WADE TRIM**  
**Prepared for: BILTMORE CONSTRUCTION**  
**Prepared by: WELLS LAND DEVELOPMENT, INC.**

**ITEM # - DESCRIPTION QUANTITY UNIT COST ESTIMATE**

**DE WATERING / TRENCH PROTECTION - \$24,000.00**

**1 - JOINT REPAIR (GROUT) 107 EA\$ 617.00**

**2 - JOINT REPAIR (EGP) 26 EA \$ 1,235.00**

**3 - JOINT REPAIR (V-PAT) 23 EA\$ 1,430.00**

**4 - LIFTING HOLES (GROUT) 312 EA \$ 83.00**

**5 - CONNECTION REPAIR (EAST STR) 1 LS\$ 8,200.00**

**6 - CONNECTION REPAIR (INTER. STR) 1 LS \$ 4,800.00**

**7 - CONNECTION REPAIR (WEST STR) 1 LS \$ 8,200.00**

**8 - PRECAST MH (V-PAT CRACK REPAIRS) 1 LS\$ 3,800.00**

**9 - PRECAST MH (POUR INVERT) 1 LS \$ 2,100.00**

**10 - RESTORATION 1 LS \$ ASPHALT / CURBING / GRADING / SOD \$28,000.00**

**TOTAL = \$ 236,068.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**CIVIL/ UTILITIES**





## Approvals - gcc

Report • Printed on November 6, 2024

Approved

# 11/21 Council - Biltmore - Jamerson Drainage - GMP

### ▼ Attachments



Biltmore - Jamerson Drainage

[https://stpete1-my.sharepoint.com/:](https://stpete1-my.sharepoint.com/)

### ▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

11/6/2024 9:08:12 AM

MW

Step 2: Approved by

Margaret B. Wahl

11/6/2024 9:06:03 AM

BP

Step 1: Approved by

Brejesh Prayman

11/6/2024 9:01:42 AM

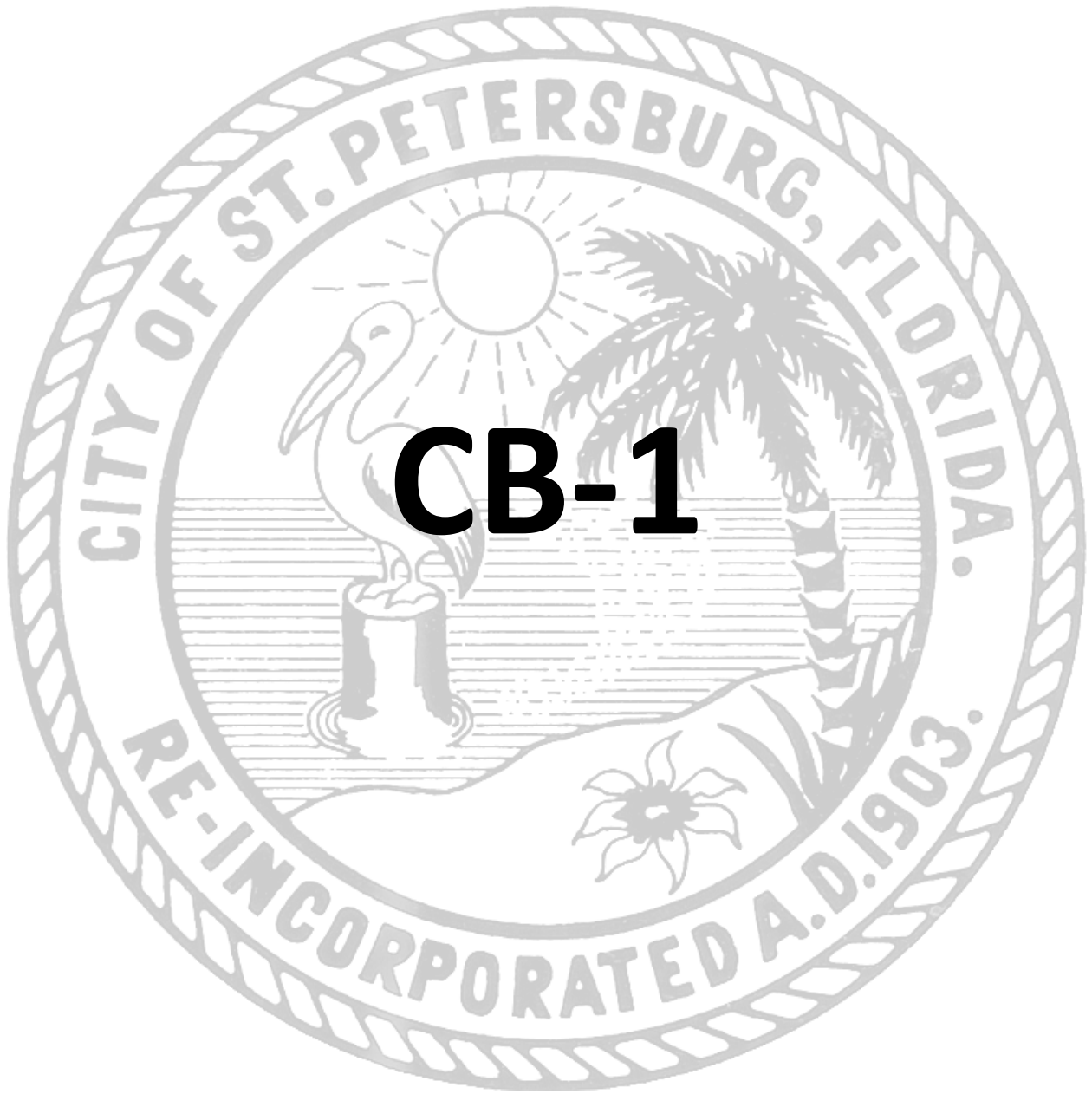
SJ

Requested by

Sarah B. Johnson

11/5/2024 4:24:37 PM

The following page(s) contain the backup material for Agenda Item: Approving the renewal of a blanket purchase agreement with Midflorida Armored & ATM Services, Inc. for armored collection services, for the Billing and Collections Department, in the amount of \$159,999.84  
Please scroll down to view the backup material.



**CB-1**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of November 21, 2024**

**To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council**

**Subject:** Approving the renewal of a blanket purchase agreement with Midflorida Armored & ATM Services, Inc. for armored collection services, for the Billing and Collections Department, in the amount of \$159,999.84.

**Explanation:** The vendor provides vehicles, security, staffing and materials for armored collection services. The vendor collects cash, coins and check receipts from various City locations and delivers them to a local depository designated by the City. They also deliver change orders upon request.

The Procurement and Supply Management Department, in cooperation with the Billing and Collections Department recommends:

Midflorida Armored & ATM Services, Inc. (Tampa, FL) .....\$159,999.84

On December 2, 2021, City Council approved a three-year agreement for armored collection services through December 31, 2024. The agreement has one, two-year renewal option. This is the first and final renewal.

The original agreement was executed on January 1, 2022, and \$194,972 has been spent to date. The vendor has agreed to renew under the same terms and conditions. Administration recommends renewal of the agreement based on the vendor's past satisfactory performance and demonstrated ability to comply with the terms and conditions of the agreement. The renewal will be effective from the January 1, 2025, through December 31, 2026, with no remaining renewal options.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the General Fund (0001), Parks & Recreation Department, Parks & Recreation Administration Division (190-1573); General Fund (0001), Police Department, Fiscal Support Division (140-1389); Billing & Collections Fund (5201), Billing & Collections Department, Central Cashiers Division (350-1993); Golf Course Operating Fund (4061), Golf Courses Department, Mangrove Bay Business Division (630-2477).

**Attachments:** Resolution

RESOLUTION NO. 2024-

A RESOLUTION APPROVING THE RENEWAL OPTION TO THE BLANKET PURCHASE AGREEMENT WITH MIDFLORIDA ARMORED & ATM SERVICES, INC. FOR ARMORED COLLECTION SERVICES TO EXTEND THE TERM UNTIL DECEMBER 31, 2026 AND INCREASE THE CONTRACT AMOUNT BY \$159,999.84 FOR THIS RENEWAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 2, 2021, City Council approved a three-year blanket purchase agreement (“Agreement”) with one two-year renewal option with MidFlorida Armored & ATM Services, Inc. for armored collection services; and

WHEREAS, Administration desires to exercise the renewal option to extend the term through December 31, 2026 and increase the contract amount by \$159,999.84 for this renewal term; and

WHEREAS, MidFlorida Armored & ATM Services, Inc. has agreed to renew under the same terms and conditions of the Agreement; and

WHEREAS, the Procurement & Supply Management Department, in cooperation with the Billing and Collections 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 MidFlorida Armored & ATM Services, Inc. for armored collection services to extend the term until December 31, 2026 and increase the contract amount by \$159,999.84 for this renewal term is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
00775118

DEPARTMENT:





## Approvals - gcc

Report • Printed on November 4, 2024

Approved

# 990-10 Armored Collection Services, November 7, 2024 (TLA)

The attached consent it ready for review and approval. Thank you.

### ▼ Attachments



#### Consent Write Up

<https://stpete1.sharepoint.com/:f/s/>

### ▼ Final status: Approved



Step 3: Approved by

Tom Greene

11/4/2024 8:12:03 AM



Step 2: Approved by

Candice S. Winter

10/29/2024 9:48:55 AM

Approve.



Step 1: Approved by

Patricia Pena

10/25/2024 4:21:29 PM



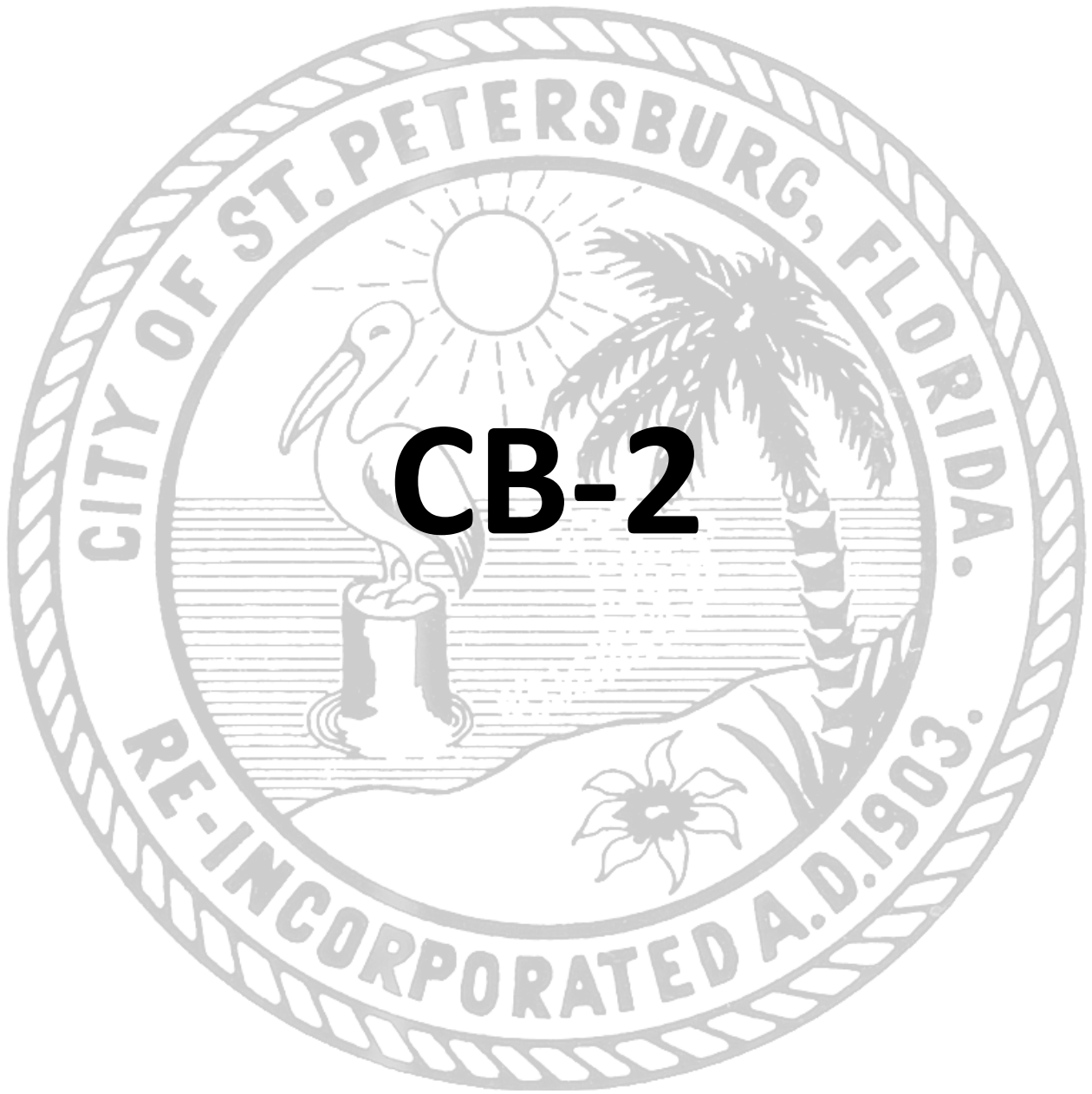
Requested by

Victoria L. Amerson

10/25/2024 3:03:03 PM



The following page(s) contain the backup material for Agenda Item: Approving award of a contract to Otis Elevator Company, for elevator maintenance and repair, for the Real Estate and Property Management Department, in the amount of \$150,000.  
Please scroll down to view the backup material.



**CB-2**

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of November 21, 2024**

**To: The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council**

**Subject:** Approving award of a contract to Otis Elevator Company, for elevator maintenance and repair, for the Real Estate and Property Management Department, in the amount of \$150,000.

**Explanation:** The vendor will provide all labor, materials, supervision, tools, equipment, and vehicles necessary for elevator maintenance and repairs at City Hall and the Municipal Services Center. The vendor will also provide monthly maintenance, as-needed repair service, and routine software system updates.

The Procurement and Supply Management Department, in cooperation with the Real Estate and Property Management Department recommends:

Otis Elevator Company (Plantation, FL).....\$150,000  
(Three years @ \$50,000/year)

This purchase is being made in accordance with Section 2-196 (a) (1) of the Procurement Code, which allows for a sole source procurement to be used where the compatibility of equipment, accessories, or replacement parts is the paramount consideration. The Procurement Director has reviewed and determined the purchase of elevator maintenance and repair services from Otis Elevator Company shall be made as sole source.

**Cost/Funding/Assessment Information:** Funds have been previously appropriated in the Municipal Office Building Fund (5005), Real Estate and Property Management Department, City Hall & Annex Division (360-2613) and Municipal Services Center Division (360-2617).

**Attachments:** Resolution

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION APPROVING THE AWARD OF A THREE-YEAR AGREEMENT TO OTIS ELEVATOR COMPANY FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES AT CITY HALL AND THE MUNICIPAL SERVICES CENTER IN THE AMOUNT OF \$150,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration desires to award a three-year agreement to Otis Elevator Company for elevator maintenance and repair services at City Hall and the Municipal Services Center in the amount of \$150,000; and

WHEREAS, Section 2-196 (a) of the St. Petersburg City Code provides for sole source procurement when a supply or service is available from only one source (“the Sole Source Procurement Section”); and

WHEREAS, the Procurement Director (i.e. the “POD”) has made the determination that this purchase shall be made pursuant to the Sole Source Procurement Section; and

WHEREAS, the Procurement and Supply Management Department, in cooperation with the Real Estate and Property Management Department, recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of a three-year agreement to Otis Elevator Company for elevator maintenance and repair services at City Hall and the Municipal Services Center in the amount of \$150,000 is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_

00775127

DEPARTMENT:

  
\_\_\_\_\_



## Approvals - gcc

Report • Printed on November 5, 2024

Approved

# 910-13 Elevator Maintenance and Repair Services, November 21, 2024 (TG)

The attached consent is ready for review and approval. Thank you.

### ▼ Attachments

**Consent Write Up**

<https://stpete1.sharepoint.com/:w:/s/>

### ▼ Final status: Approved



Step 3: Approved by

James A. Corbett

11/5/2024 10:37:16 AM



Step 2: Approved by

Aaron M. Fisch

10/28/2024 10:26:22 AM



Step 1: Approved by

Kaitlyn S. Berger

10/25/2024 4:21:37 PM

Approved with changes to the cost/funding language.



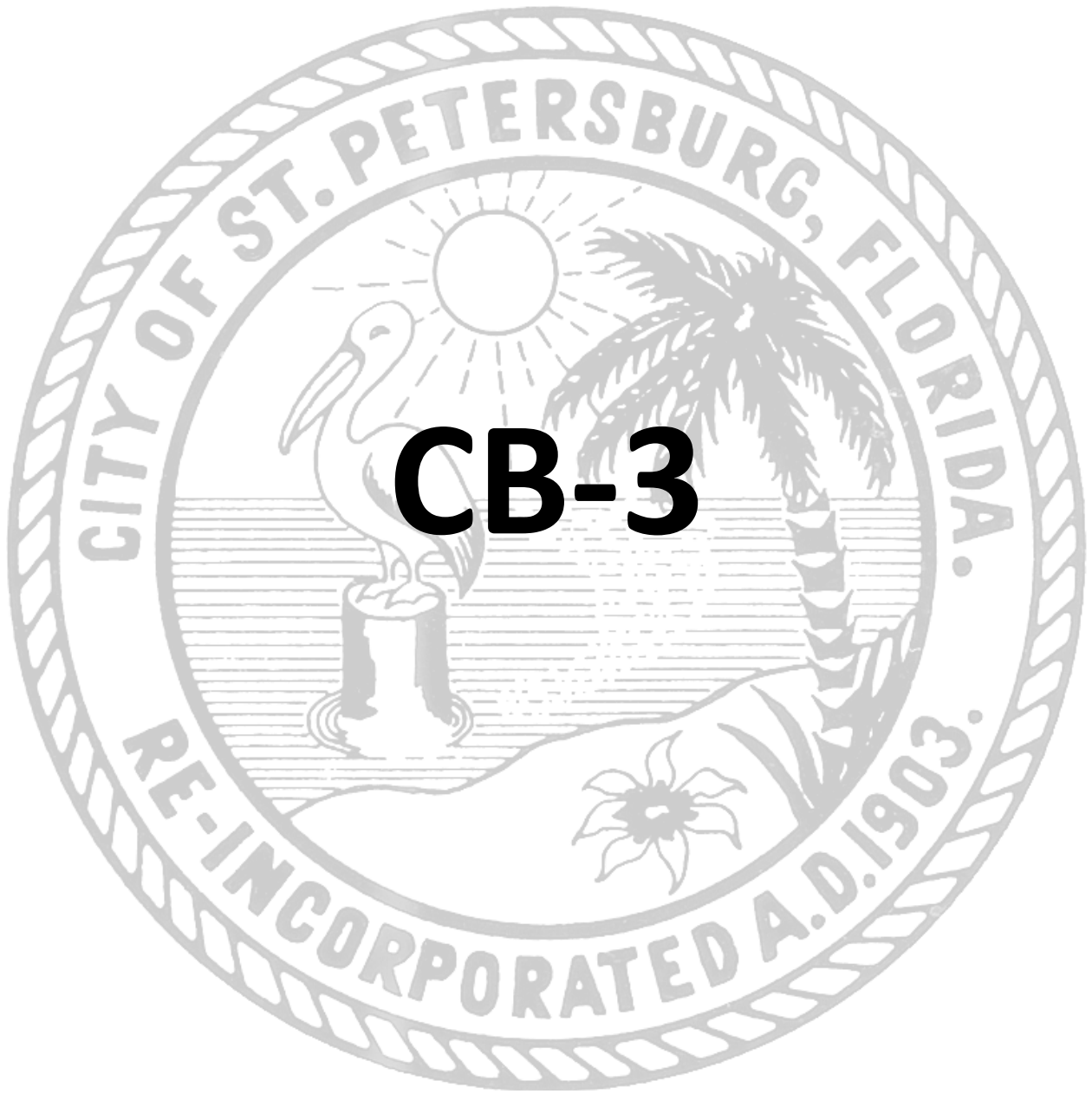
Requested by

Victoria L. Amerson

10/25/2024 3:05:44 PM

The following page(s) contain the backup material for Agenda Item: Approving a resolution authorizing the Mayor or his designee to accept additional funds from the Early Learning Coalition of Pinellas, Inc. (ELC) in the amount of \$104,000 for the ELC Preservice Training Stipend and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$104,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Administration Division (190-1573), FY25 ELC Preservice Training Stipend Project (20409); and providing an effective date.

Please scroll down to view the backup material.



**CB-3**



**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

**Meeting of November 21, 2024**

**TO: The Honorable Deborah Figgs-Sanders, Chair & Members of City Council**

**SUBJECT:**

Approving a resolution authorizing the Mayor or his designee to accept additional funds from the Early Learning Coalition of Pinellas, Inc. (“ELC”) in the amount of \$104,000 for the ELC Preservice Training Stipend and to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$104,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Administration Division (190-1573), FY25 ELC Preservice Training Stipend Project (20409); and providing an effective date.

**EXPLANATION:**

The State of Florida, Division of Early Learning recently announced additional preservice requirements for all contracted providers. ELC offered a \$500 stipend to eligible staff that successfully completed their preservice training requirement and provided proof of completion by May 15, 2024. This funding will reimburse the City for 208 \$500 stipends distributed to childcare staff members who successfully completed their preservice training requirement.

**RECOMMENDATION:**

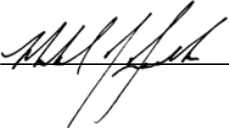
Administration recommends approving a resolution authorizing the Mayor or his designee to accept additional funds from the Early Learning Coalition of Pinellas, Inc. (“ELC”) in the amount of \$104,000 for the ELC Preservice Training Stipend; to execute all documents necessary to effectuate this transaction; approving a supplemental appropriation in the amount of \$104,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Administration Division (190-1573), FY25 ELC Preservice Training Stipend Project (20409); and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:**

Revenues of up to \$104,000 are to be received from the ELC and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$104,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Parks and Recreation Department, Administration Division (190-1573), FY25 ELC Preservice Training Stipend Project (20409).

**ATTACHMENTS:** Resolution

**APPROVALS:**

Administration: 

Budget: Lance Stanford

RESOLUTION NO. 2024- \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT ADDITIONAL FUNDS FROM THE EARLY LEARNING COALITION OF PINELLAS, INC (“ELC”) IN THE AMOUNT OF \$104,000 FOR THE ELC PRESERVICE TRAINING STIPEND AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$104,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL GRANT REVENUES, TO THE PARKS AND RECREATION DEPARTMENT, ADMINISTRATION DIVISION (190-1573), FY25 ELC PRESERVICE TRAINING STIPEND PROJECT (20409); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of St. Petersburg’s childcare staff are an important and valuable resource; and

WHEREAS, the City of St. Petersburg Parks & Recreation Department applied and was awarded one-time additional funding from ELC in the amount of \$104,000 to provide eligible staff at City recreation centers a \$500 stipend for the successful completion of preservice training requirements.

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 (i) accept additional funds from the Early Learning Coalition (“ELC”) in the amount of \$104,000 for the Preservice Training Stipend and (ii) execute all documents necessary to effectuate this transaction,

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, the following supplemental appropriation for FY25:

<u>General Fund (0001)</u>	
Parks and Recreation Department, Administration Division	
(190-1573), FY25 ELC Preservice Training Stipend (20409)	\$104,000

This resolution shall become effective immediately upon its adoption.

LEGAL:

Sharon Muchmaricy  
00776607

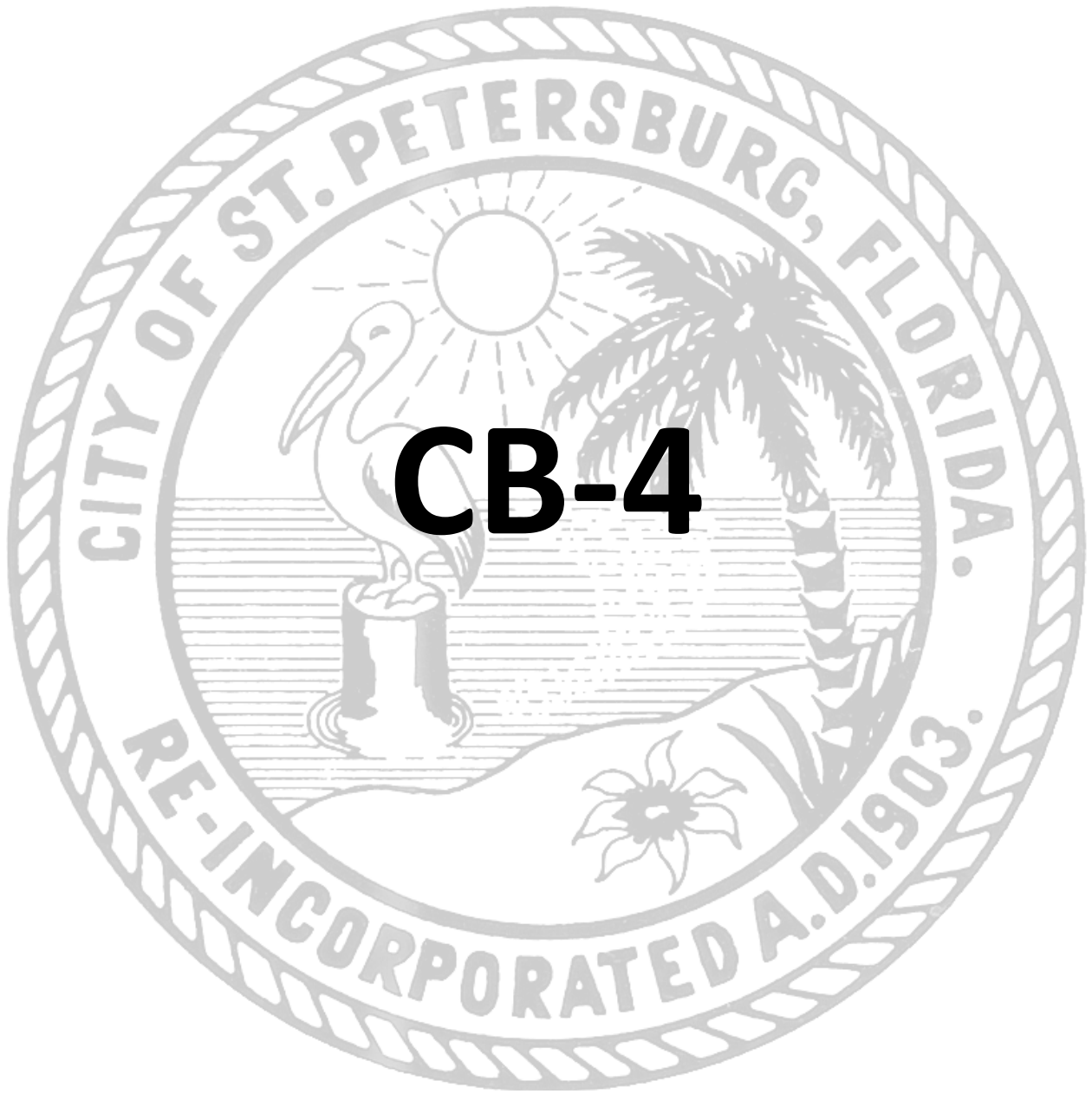
DEPARTMENT:

M. J. [Signature]

BUDGET:

E. Makofske

The following page(s) contain the backup material for Agenda Item: A Resolution accepting the guaranteed maximum price (“GMP”) proposal dated August 14, 2024 in the amount of \$478,628 from Biltmore Construction Co., Inc. (“Biltmore”) for construction phase services for the MSC Garage Structural Rehabilitation Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager At Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida and Biltmore, dated May 3, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 23108-100; Oracle Project No. 20482)  
Please scroll down to view the backup material.



**CB-4**

**ST. PETERSBURG CITY COUNCIL**

**Consent Agenda**

Meeting of November 21, 2024

**TO:** The Honorable Deborah Figgs-Sanders, Chair, and Members of City Council

**SUBJECT:** A Resolution accepting the guaranteed maximum price (“GMP”) proposal dated August 14, 2024 in the amount of \$478,628 from Biltmore Construction Co., Inc. (“Biltmore”) for construction phase services for the MSC Garage Structural Rehabilitation Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager At Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg, Florida and Biltmore, dated May 3, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 23108-100; Oracle Project No. 20482)

**EXPLANATION:** On September 8, 2022, City Council acknowledged the selection of five CMAR firms for the CMAR Continuing Services for City Facilities projects for the Engineering & Capital Improvements Department and authorized execution of Construction Manager at Risk Agreements with a Guaranteed Maximum Price with those firms. A Letter Agreement as executed with each firm establishing the terms and conditions of the continuing services CMAR Agreement.

On May 3, 2024, the Engineering and Capital Improvements Department (“ECID”) administratively approved the AIA Document A133 – 2019 and AIA Document A201-2017 with Biltmore Construction Co., Inc., for pre-construction services including the review of bid plans, site visits, and bidding services in the amount of \$11,330.

The GMP proposal shall provide targeted repairs to the Parking Garage at Two 3rd St. N., which serves the City Municipal Service Center (“MSC”). Although a 2023 condition survey by the City’s consultant Prescott Engineering, LLC, determined that the structure is generally in fair condition, with some specific areas needing attention. These include spalling on concrete decks, deterioration of waterproofing membranes on the top decks, and corrosion affecting stair assemblies and conduits. The planned repairs will focus on these areas, employing methods such as concrete spall repairs in line with the International Concrete Repair Institute's guidelines, and comprehensive corrosion treatment for metal components. These remedial actions are essential to maintain the garage's structural integrity and extend its service life, ensuring it remains safe and functional for community use.

A \$25,000 Owner’s Contingency for unforeseen conditions is included in the GMP.

The Engineering and Capital Improvements Department recommends for award:

Biltmore Construction Co., Inc. .... \$478,628

City Code 2-234, Small Business Enterprise Assistance Program, requires a required participation percentage to be assigned to all construction projects of over \$50,000. This SBE required participation percentage for this project will be 7%.

**RECOMMENDATION:** Administration recommends authorizing the Mayor or his designee to accept a guaranteed maximum price (“GMP”) proposal dated August 14, 2024 in the amount of \$478,628 from Biltmore Construction Co., Inc. (“Biltmore”) for construction phase services for the MSC Garage Structural Rehabilitation Project; authorizing the Mayor or his designee to execute the First Amendment to the Construction Manager At Risk (“CMAR”) Agreement with a GMP between the City of St. Petersburg,



Florida and Biltmore, dated May 3, 2024 to incorporate the GMP Proposal into the agreement and modify other necessary provisions; and providing an effective date. (ECID Project No. 23108-100; Oracle Project No. 20482)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Downtown Parking Capital Improvements Fund (3073) MSC Garage Structure Renovation and Rehabilitation FY2025 Project (20482).

**ATTACHMENTS:** GMP Proposal  
Resolution

RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION ACCEPTING THE GUARANTEED MAXIMUM PRICE (“GMP”) PROPOSAL DATED AUGUST 14, 2024 IN THE AMOUNT OF \$478,628 FROM BILTMORE CONSTRUCTION CO., INC. (“BILTMORE”) FOR CONSTRUCTION PHASE SERVICES FOR THE MSC GARAGE STRUCTURAL REHABILITATION PROJECT; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONSTRUCTION MANAGER AT RISK (“CMAR”) AGREEMENT WITH A GMP BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND BILTMORE, DATED MAY 3, 2024 TO INCORPORATE THE GMP PROPOSAL INTO THE AGREEMENT AND MODIFY OTHER NECESSARY PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. (ECID PROJECT NO. 23108-100; ORACLE PROJECT NO. 19587)

WHEREAS, on September 8, 2022, City Council (i) acknowledged the selection of five firms, including Biltmore Construction Co. Inc. (“Biltmore”), as the most qualified firms to provide construction manager at risk services on a continuing basis for City Facilities projects for the Engineering & Capital Improvements Department and (ii) authorized the Mayor or his designee to execute Construction Manager at Risk Agreements with a Guaranteed Maximum Price (“GMP”) between the City and those qualified firms, including Biltmore; and

WHEREAS, the City and Biltmore entered into a Construction Manager at Risk Agreement with a GMP on May 3, 2024 (“Agreement”) for Biltmore to provide preconstruction services for the MSC Garage Structural Rehabilitation Project (“Project”); and

WHEREAS, Administration authorized payment under the Agreement for preconstruction services in the amount of \$11,330; and

WHEREAS, in accordance with the requirements set forth in the Agreement, Biltmore has submitted to the City for review and acceptance a GMP proposal in the amount of \$478,628 (which includes a \$25,000 owner’s contingency) for construction phase services for the Project; and

WHEREAS, the City and Biltmore desire to execute the First Amendment to the Agreement to incorporate the GMP proposal into the Agreement and modify other necessary provisions.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the guaranteed maximum price (“GMP”) proposal dated August 14, 2024 in the amount of \$478,628 from Biltmore Construction Co. Inc. (“Biltmore”) for construction phase services for the MSC Garage Structural Rehabilitation Project is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the first amendment to the Construction Manager at Risk (“CMAR”) agreement with a GMP between the City of St. Petersburg, Florida and Biltmore, dated May 3, 2024 to incorporate the GMP proposal into the agreement and modify other necessary provisions.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
\_\_\_\_\_

00775804

DEPARTMENT:

  
\_\_\_\_\_



GMP Proposal  
MSC Parking Garage Structural Rehab  
City Project No. 23108-100  
August 14, 2024



**EXHIBIT F - GUARANTEED MAXIMUM PRICE**  
**MSC Parking Garage Structural Rehabilitation**  
**PROJECT NO. 23108-100**

Construction Cost		\$	358,500.00
General Conditions		\$	21,164.00
Contractor Contingency		\$	17,350.00
	Subtotal:	\$	397,014.00

CM Fee	10.50%	\$	41,686.00
General Liability	0.00%	\$	4,486.00
Other Insurance	0.00%	\$	-
	Subtotal:	\$	46,172.00

Builder's Risk		\$	5,956.00
Performance Bond		\$	4,486.00
Owner's Contingency		\$	25,000.00
	Subtotal:	\$	35,442.00

<b>Guaranteed Maximum Price</b>		<b>\$</b>	<b>478,628.00</b>
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- ❖ Article 1 – Guaranteed Maximum Price
  
- ❖ Project Summary
  
- ❖ Exhibit A - Enumeration of Contract Documents
  
- ❖ Exhibit B - Allowance Items
  
- ❖ Exhibit C - Assumptions and Clarifications
  
- ❖ Exhibit D- Guaranteed Maximum Price Breakdown
  
- ❖ Exhibit E - Construction Schedule
  
- ❖ Exhibit F- Alternates

## **ARTICLE 1 – Guaranteed Maximum Price**

The Construction Manager (“CM”) proposes to complete the work, as described herein, for the Guaranteed Maximum Price (GMP) of: **Four Hundred Seventy-Eight Thousand Six Hundred Twenty-Eight Dollars and 00/100's (\$478,628.00) Dollars.**

This GMP is for the performance of the Work as described herein and in accordance with the Contract Documents and Exhibits A through F set forth in this GMP Proposal and as incorporated into –



## **PROJECT SUMMARY**

The following Guaranteed Maximum Price Proposal scope represents a portion of the work as outlined in the Construction Documents and enumeration of documents. Any work not listed below is not included.

The work includes removal of the existing water proofing on the upper level of the parking garage, replacement of the deck drain tops, concrete floor slab repairs, overhead/vertical beam concrete repair, sacrificial anode installation where required, crack chasing repair, waterproofing replacement on the upper level, waterproofing repair throughout the parking garage where needed, stucco repair where needed, stair assembly cleaning and painting on the upper level where exposed to remove rusted portion, tighten wall anchor, restriping of upper level of parking garage and clean up.

## EXHIBIT A – Enumeration of Contract Documents

In accordance with Section 2.1 and 3.2.1 of the Agreement (i.e., AIA Document 133™-2019, as modified by the Owner), the following enumerated documents are part of the Contract: the Drawings, Specifications, the Agreement, General Conditions, Supplementary Conditions as expressly noted herein, and this Exhibit A, as well as the GMP Proposal in its entirety.

List drawings/specification here.



Printed on Thu Jul 18, 2024 at 10:53 am EDT

Job #: 1-6704 CoSP MSC Parking Garage Structural Rehabilitation  
 2 3rd Street N.  
 St. Petersburg, Florida

### Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
<b>Cover Sheet</b>					
11594-01	11594-01 COVER SHEET & INDEX	0	09/18/2023	09/18/2023	100% Design (09/18/23)
<b>General</b>					
11594-02	GENERAL STRUCTURAL NOTES	0	09/18/2023	09/18/2023	100% Design (09/18/23)
11594-03	Ramp Level Spall Locations	0	09/18/2023	09/18/2023	100% Design (09/18/23)
11594-04	1 FIRST LEVEL SPALL LOCATIONS	0	09/18/2023	09/18/2023	100% Design (09/18/23)
11594-05	1 SECOND LEVEL SPALL LOCATIONS	0	09/18/2023	09/18/2023	100% Design (09/18/23)
11594-06	1 THIRD LEVEL SPALL LOCATIONS	0	09/18/2023	09/18/2023	100% Design (09/18/23)
11594-07	1 FOURTH LEVEL SPALL LOCATIONS	0	09/18/2023	09/18/2023	100% Design (09/18/23)
11594-08	1 FIFTH LEVEL SPALL LOCATIONS	0	09/18/2023	09/18/2023	100% Design (09/18/23)
11594-09	CONCRETE REPAIR LOCATIONS AND GEOMETRIES	0	09/18/2023	09/18/2023	100% Design (09/18/23)

23108-100 MSC Parking Garage  
 Guaranteed Maximum Price Proposal  
 August 14, 2024



Printed on Thu Jul 18, 2024 at 10:59 am EDT

Job #: 1-6704 CoSP MSC Parking Garage Structural Rehabilitation  
 2 3rd Street N.  
 St. Petersburg, Florida

**Current Specifications**

Number	Description	Revision	Issued Date	Received Date	Set
<b>00 - Procurement and Contracting Requirements</b>					
000110	Table of Contents	0	01/26/24	01/26/24	Technical Specifications
<b>1 - Unknown</b>					
1	General	0	01/26/24	01/26/24	Technical Specifications
<b>2 - Unknown</b>					
2	Excavation and Backfill	0	01/26/24	01/26/24	Technical Specifications
<b>3 - Unknown</b>					
3	Concrete, Masonry and Reinforcing Steel	0	01/26/24	01/26/24	Technical Specifications
<b>03 - Concrete</b>					
03700	Embossed Galvanic Anodes	0	01/26/24	01/26/24	Technical Specifications
03720	Concrete Repair: Horizontal, Vertical and Overhead Surfaces	0	01/26/24	01/26/24	Technical Specifications
03740	Concrete Crack Repair: Epoxy Injection/Gravity Feed	0	01/26/24	01/26/24	Technical Specifications
03780	Corrosion Inhibitor Treatment	0	01/26/24	01/26/24	Technical Specifications
<b>4 - Unknown</b>					
4	Piping Materials: Ductile Iron Pipe	0	01/26/24	01/26/24	Technical Specifications
<b>5 - Unknown</b>					
5	Piping Materials: Concrete Gravity Pipe	0	01/26/24	01/26/24	Technical Specifications
<b>6 - Unknown</b>					
6	Piping Materials: PVC Pressure Pipe	0	01/26/24	01/26/24	Technical Specifications
<b>7 - Unknown</b>					
7	Piping Materials: Miscellaneous	0	01/26/24	01/26/24	Technical Specifications
<b>07 - Thermal and Moisture Protection</b>					
07185	Vehicular Traffic Deck Waterproofing	0	01/26/24	01/26/24	Technical Specifications
07920	Joint Sealant	0	01/26/24	01/26/24	Technical Specifications
<b>8 - Unknown</b>					
8	Paving Materials	0	01/26/24	01/26/24	Technical Specifications
<b>9 - Unknown</b>					
9	Roadway Construction	0	01/26/24	01/26/24	Technical Specifications
<b>09 - Finishes</b>					
09221	Stucco Repair	0	01/26/24	01/26/24	Technical Specifications
09920	Pavement Marking	0	01/26/24	01/26/24	Technical Specifications
<b>10 - Specialties</b>					
10	Sanitary Sewer Construction	0	01/26/24	01/26/24	Technical Specifications

Page 1 of 2

Number	Description	Revision	Issued Date	Received Date	Set
<b>11 - Equipment</b>					
11	Storm Drainage Construction	0	01/26/24	01/26/24	Technical Specifications
<b>12 - Furnishings</b>					
12	Pressure Pipe Construction	0	01/26/24	01/26/24	Technical Specifications
<b>13 - Special Construction</b>					
13	Surface Restoration	0	01/26/24	01/26/24	Technical Specifications
<b>14 - Conveying Equipment</b>					
14	Miscellaneous Work	0	01/26/24	01/26/24	Technical Specifications
<b>15 - RESERVED FOR FUTURE EXPANSION</b>					
15	Precast Concrete Box Culvert Construction	0	01/26/24	01/26/24	Technical Specifications

**EXHIBIT B – Allowance Items**

The Allowances noted below represent reasonably anticipated values included in this GMP Proposal to cover the cost of certain items absent or not specified in sufficient detail in the Contract Documents or for which uncertainty remains. The amount of the Allowance stipulated herein is inclusive of all materials, equipment, and taxes in accordance with section 3.8.2 of the General Conditions of the Contract for Construction (i.e., AIA Document 201™-2017 as modified by the Owner).

Allowances- Unless otherwise specifically noted, the term “Allowance” refers to the amount of money allocated to cover the cost of materials and equipment and any applicable sales tax only, overhead and profit are not included in the line item, however it is calculated within the stipulated fee.

Per Section 3.2.4 of the Agreement (i.e., AIA Document 133™-2019 as modified by the Owner), and Section 3.8.2 of the General Conditions of the Contract for Construction (i.e., AIA Document 201™-2017 as modified by the Owner), if the work item exceeds the allowance amount stipulated below, the Contract Sum will be adjusted accordingly by Change Order or the overage will be deducted from contingency if Owner provides prior written approval for such deduction from contingency in accordance with the Contract.

DESCRIPTION OF ALLOWANCE	ALLOWANCE AMOUNT
Additional Concrete repair	\$5,000.00
Additional coating	\$3,500.00
Additional deck drains	\$3,000.00

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## EXHIBIT C – Assumptions and Clarifications

The following are included in the Guaranteed Maximum Price Proposal:

1. A line item value of **\$5,956.00** is included for CM to purchase and maintain, until the date of Substantial Completion of this project, a standard Special Form (all “Risks of Physical Loss”) Completed Value Builder’s Risk insurance policy in the amount of the initial contract sum (PCE), including any subsequent modifications thereto, insuring the interests of the Owner, CM, and Subcontractors in the Work under the Contract.
2. It is acknowledged and agreed that, notwithstanding anything else to the contrary, the breakdown associated with the Guaranteed Maximum Price and/or the resulting Schedule of Contract Values shall in no way operate as line item guaranteed maximum prices.
3. Electronic BIM or CAD “As-Builts” are not included. CM will maintain “As-Built” documents on site during construction phase and provide the Owner a copy at project completion. CM will provide hand marked up “As-Built” documents at project completion in accordance with section 9.8.4 of the General Conditions of the Contract for Construction (i.e., AIA Document 201™-2017 as modified by the Owner).
4. An Owner Contingency of **\$25,000.00** is included. Please refer to section 3.2.4 of the Agreement (i.e., AIA Document 133™-2019, as modified by the Owner) for acceptable uses of contingency.
5. A CM Contingency of **\$17,350.00** is included. Please refer to section 3.2.4 of the Agreement (i.e., AIA Document 133™-2019, as modified by the Owner) for acceptable uses of contingency.
6. We have included costs for Document Management and Project Management Controls Services in our General Conditions. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including the Owner and Subcontractors. Services will include the ability to access/manage the information via mobile device via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch list Management, Daily Reports along with other related functions inherent in the platform. The charge for these services shall be **\$400.00** and be billed as lump sum amount upon approval of GMP Proposal and issuance of the Notice to Proceed.

7. We have included costs for MIS Services related to the project in our General Conditions. This includes software updates associated with CM's standard software provided for cost management, computer operating systems, PDF Software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus Management/remediation, malware/adware management/remediation, updates, and maintenance to these systems. The charge for this service shall be **\$400.00** and shall be billed as a lump sum amount upon approval of the GMP Proposal and issuance of the Notice to Proceed.
  
8. Technical Clarifications are attached as Exhibit "C" to this GMP Proposal.
  - a. This Guaranteed Maximum Price Proposal is based on scope items discussed and approved by the City of St. Petersburg Staff.
  - b. During Construction of certain phases of construction, portions of level Five (5) will be required to be closed to traffic and parking for a certain duration of time. CM will provide all required signage for the closure.
  - c. During construction City will cover parking for construction vehicles inside of parking garage. This will cover both normal working hours and off hours while crew is onsite.
  - d. No relocation of existing utilities is included unless specifically noted in the Contract Documents.
  - e. No private utilities relocations are included in this proposal.
  - f. CM will make every effort to preserve and keep in place all trees noted. In the event due to the installation of new utilities improvements is not possible CM will notify the Owner for direction.
  - g. If there are any required material deposits or advanced payments required for materials, upon request from CM, the Owner may allow the CM to bill in advance and make advance payment to prevent delays in procurement, subject to the Owner's prior written approval which must be provided prior to any funds being released.
  - h. Stored material is anticipated. The Owner's payment for on-site and off-site material is governed by section 9.3.2 of the Agreement (i.e., AIA Document 133<sup>TM</sup>-2019, as modified by the Owner).
  - i. Delegated Design submittals are excluded.
  - j. No salvaged items to be turned over to the Owner are identified.





## **EXHIBIT E – Construction Schedule**

Subject to the ASSUMPTIONS AND CLARIFICATIONS contained herein, the period shall be **(84)** calendar days to achieve Substantial Completion, after receipt of the Notice to Proceed.

Final Completion shall be within Thirty (30) calendar days following the Date of Substantial Completion of the Work.

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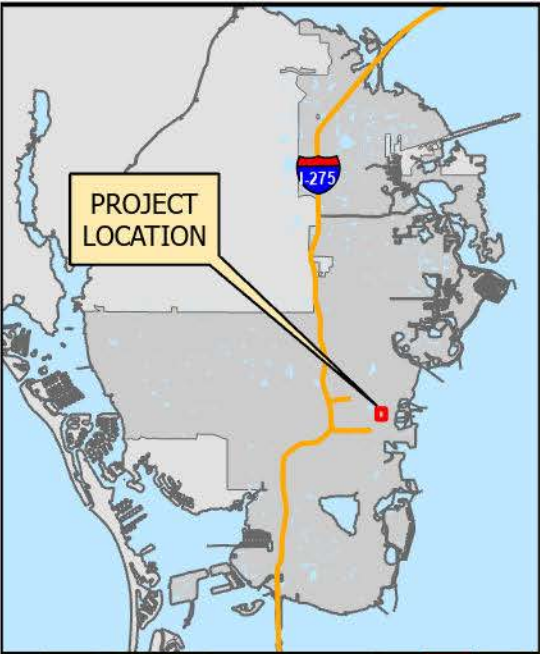
## EXHIBIT F – Alternate Prices

Please note that values indicated as alternates may change depending on what the final design indicates on the individual alternates.

All Alternates are inclusive of all labor, material, insurance, bond and overhead/profit.

DESCRIPTION	AMOUNT
Use of Mapei waterproofing products	\$-7,385.00

**Election to accept any or all of the above alternates must be made no later than (45) days from the date of Notice to Proceed in order to not affect price or schedule.**



Document Path: S:\ArcGIS\2023\ENG\City Council Project Location Maps\23108-100 Project Location.aprx

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 8/29/2024

**MSC GARAGE STRUCTURAL REHABILITATION**  
Project No. 23108-100





## Approvals - gcc

Report • Printed on November 6, 2024

Approved

# 11/21 Council - Biltmore - MSC Garage - CMAN First Amendment

### ▼ Attachments



Biltmore - MSC Garage - CMAI

[https://stpete1-my.sharepoint.com/:](https://stpete1-my.sharepoint.com/)

### ▼ Final status: Approved

CT

Step 3: Approved by

Claude Tankersley

11/6/2024 9:07:39 AM

MW

Step 2: Approved by

Margaret B. Wahl

11/6/2024 9:05:51 AM

BP

Step 1: Approved by

Brejesh Prayman

11/6/2024 9:01:50 AM

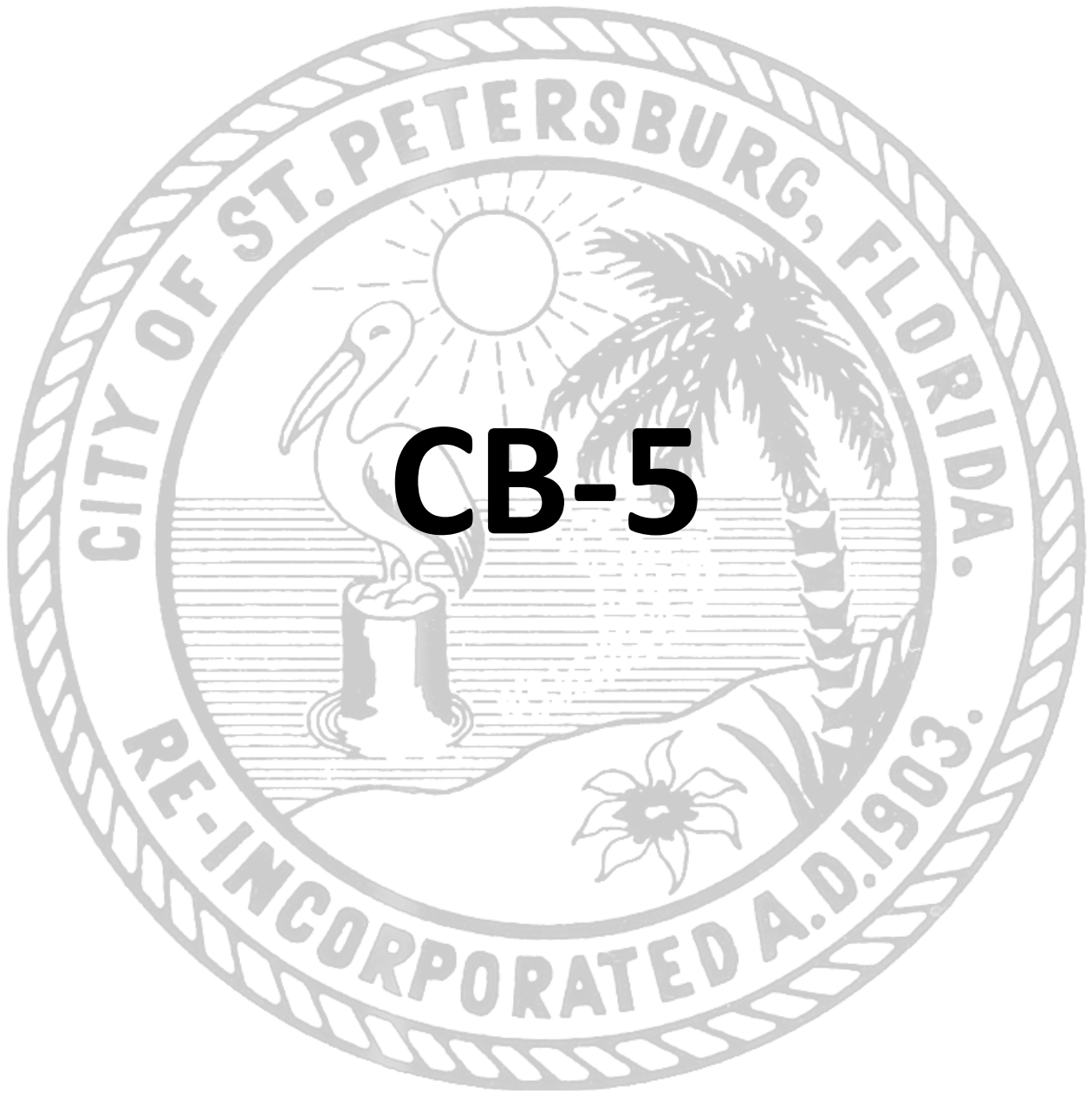
SJ

Requested by

Sarah B. Johnson

11/5/2024 2:46:08 PM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida (“City”) and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South Trail - 22nd to MLK St Project in an amount not to exceed \$197,467; and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 19820)  
Please scroll down to view the backup material.



**CB-5**

# ST. PETERSBURG CITY COUNCIL

## Consent Agenda

Meeting of November 21, 2024

**TO:** The Honorable Deborah Figgs-Sanders, Chair and Members of City Council

**SUBJECT:** A Resolution authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida (“City”) and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South Trail - 22nd to MLK St Project in an amount not to exceed \$197,467; and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 19820)

**EXPLANATION:** The proposed agreement will provide federal highway grant funding through the FDOT’s Local Agency Program (“LAP”) for engineering design work for the City of St. Petersburg’s 62<sup>nd</sup> Avenue South from 62nd Avenue South Trail - 22nd to MLK St Project. The scope of work includes survey, engineering design, engineering design permitting, and project administration to design multi-use path.

The project will be developed under FDOT’s LAP process. The City received LAP recertification in 2023 to provide planning, design, and construction/construction administration for federally funded projects within City limits.

The total cost of the design phase is \$197,467, of which the original LAP agreement provided funds for the estimated design costs based on long range estimates provided at the time of grant submission.

*Project costs for city staff will be borne initially by the City and later recouped from FDOT. Upon completion of the design phase, a separate LAP agreement will be provided by FDOT for construction phase funding for this Project.*

This project will be performed in accordance with all applicable FDOT procedures, guidelines, manuals, standards, and directives as described in the FDOT LAP Manual.

**RECOMMENDATION:** Administration recommends approving the Agreement and authorizing the Mayor or his designee to execute the Local Agency Program Agreement between the City of St. Petersburg, Florida (“City”) and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South Trail - 22nd to MLK St Project in an amount not to exceed \$197,467; and providing an effective date. (FDOT Financial Project No. 449036-1-38-01; ECID Project No. 25095-130; Oracle No. 19820)

**COST/FUNDING/ASSESSMENT INFORMATION:** Funds have been previously appropriated in the Bicycle/Pedestrian Safety Improvements Fund (3004), 62nd Avenue South Trail - 22nd to MLK St Project (19820)

**ATTACHMENTS:** Resolution  
Council Map  
Draft FDOT LAP Phase 38 Agreement



RESOLUTION NO. 2024-\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) FOR PARTICIPATION BY FDOT IN THE DESIGN ACTIVITIES FOR THE 62ND AVENUE SOUTH TRAIL - 22ND TO MLK ST PROJECT IN AN AMOUNT NOT TO EXCEED \$197,467; AND PROVIDING AN EFFECTIVE DATE. (FDOT FINANCIAL PROJECT NO. 449036-1-38-01; ECID PROJECT NO. 25095-130; ORACLE NO. 19820.

WHEREAS, the State of Florida Department of Transportation (“FDOT”) has agreed to participate in the design activities for the 62nd Avenue South Trail - 22nd to MLK St Project (“Project”); and

WHEREAS, as a requirement for FDOT’s participation in the Project, the City of St. Petersburg, Florida (“City”) must enter into a Local Agency Program Agreement (“Agreement”) setting forth the obligations of FDOT and the City; and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to execute a Local Agency Program Agreement between the City of St. Petersburg, Florida (“City”) and the State of Florida Department of Transportation (“FDOT”) for participation by FDOT in the design activities for the 62nd Avenue South Trail - 22nd to MLK St Project in an amount not to exceed \$197,467.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

  
00776076

DEPARTMENT:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>449036 1 38 01</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D724 063 B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALT</u>	Fund: _____	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>15 (Pinellas)</u>	Contract No: _____
Recipient Vendor No: <u>F596000424044</u>	Recipient Unique Entity ID (UEI) No: <u>LARHMJNJAKS4</u>

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Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on \_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of St. Petersburg ("Recipient").

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design activities for the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements project, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 07/06/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 197,467.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$197,467.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
  - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

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- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments**

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.  
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

## **6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## **7. General Requirements:**

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

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- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
  - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part

thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

## **8. Audit Reports:**

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
  - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.



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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
  - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate the federal award;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  - 5. Withhold further federal awards for the Project or program;
  - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

## **9. Termination or Suspension of Project:**

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

## **10. Contracts of the Recipient:**

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:**

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:**

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:**

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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 any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

**16. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not
  - N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**17. Miscellaneous Provisions:**

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

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- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**18. Exhibits:**

- a. **Exhibits "A", "B", "C", "D", "E" and "F"** are attached to and incorporated into this Agreement.
- b.  If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.



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- e.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit “K”**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- f.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit “L”**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit “M”**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit “N”**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit “O”**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**k. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

\* Exhibit G: FHWA Form 1273

\* Exhibit H: Alternative Advance Payment Financial Provisions

\* Exhibit I: State Funds Addendum

\* Exhibit J: State Financial Assistance (Florida Single Audit Act)

\* Exhibit K: Advance Project Reimbursement

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

\* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\* Additional Exhibit(s):

**\* Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of St. Petersburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name: Brejesh Prayman, P.E.  
Title: Director, Engineering & Capital Improvements

By: \_\_\_\_\_

Name: Justin Hall  
Title: Director of Transportation Development

Legal Review:

\_\_\_\_\_

**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 449036 1 38 01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
City of St. Petersburg (the Recipient)

**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Total Length: 1.012 MI; MP .535 to MP 1.547 and RWID  
15000291

**PROJECT DESCRIPTION:** The design activities for the 62nd Avenue South from 16th Street to 22nd Street Urban Corridor Improvements project. The project consists of designing a 10-foot wide shared use path, installing pedestrian crossings to include two (2) RRFB's, placing sharrow pavement markings along the roadway, and reconstructing 16 driveways. Final utility coordination and engineering will be conducted during design, however; utility relocation is not an allowable reimbursement during the construction phase.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Agency will be issued Notice to Proceed for the design (PE) phase of the project after final execution of the agreement.

The Agency is responsible for designing the project following the applicable design criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design.

If the Agency intends to use a Professional Services contract for design of the project, it will submit and comply with the requirements of the LAP Checklist for Federally Funded Professional Services Contract (Form No. 525-010-49). The Department must review and concur with the process prior to award of the contract. Upon execution of the contract, the agency will upload a copy of the signed document into the Grant Application Program (GAP).

The Agency shall submit the FDOT Vendor Eligibility Check Prior to Contract Award form (Form No. 375-030-91) for consultants/contractors and their subs to comply with the terms of the LAP agreement.

For projects off the State Highway System (Class D), the Agency will submit design plans for review and approval at 60%, and final. For projects classified per the Local Programs Manual as A, B, or C, the Agency will submit design plans for all project phases. Projects with any work on the State Highway System must submit design plans for all project phases.

If the project will involve construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the

Department of Traffic Engineering Manual. Designs that do not meet Department standards may be rejected by the Department at its discretion.

The Agency will be responsible for documenting to the Department that the project, as designed, qualifies as one of the types of Type 1 Categorical Exclusion (CE) project per FDOT's PD&E Manual. This documentation must be provided to the Department with submittal of 100% (Phase IV) Plans.

The Agency will provide progress billing invoices with appropriate back-up documentation to the Department on a quarterly basis or sooner as of the execution date of the agreement. A progress report will be required each quarter, even if there is no activity for a reporting period. Progress invoice payments will be made on a pro-rata basis as a percentage of the state grant funding amount compared to the project cost. Final invoices will reimburse eligible participating items, not previously reimbursed, up to the maximum award funding.

For projects that have participating and non-participating items, the local agency must submit invoices clearly depicting and differentiating the participating and non-participating items of expenditures that are federal or locally funded. Pay item plan sheets must also separate and distinguish between participating and non-participating items. Non-participating costs are the responsibility of the Agency.

The Agency will ensure compliance of the Contractor's proposed staging/storage area with the Endangered Species Act, Section 4(f) and Section 106 of the Code of Federal Regulations. Required Sections 7-1.4 and 7-1.8 of FDOT's Division 1 Standard Specification are included in FDOT's Division 1 specification package for Local Agencies.

Should the Agency receive federal funding for the construction phase, it will submit to the Department the project Bid Package to include Specifications, updated construction estimate, draft construction contract, completed LAP Construction Checklist for Construction Contracts (Form No: 525-010-44) and the Agency's Certification Clear Package as specified in the Department approved project schedule but not later than the Final plans submittal. All above items must be reviewed, approved and a Notice to Proceed must be issued by the Department prior to any construction related activities, including project advertisement. Construction related activities conducted prior to Notice to Proceed will not be reimbursed and may render the entire project ineligible for federal funding. The Agency must use the applicable criteria and standards for the type of project classification as defined in the Local Programs Manual, Chapter 17 – Preliminary Engineering and Design. The Certification Clear Package must include the following items completed and signed by the authorized Agency representative:

- 1.Type 1 Categorical Exclusion (CE) Checklist
- 2.Contamination Clearance Form
- 3.Right of Way Certification Form
- 4.Rail Clear Letter
- 5.Permits Clear Letter and SWFWMD approval letter if applicable
- 6.Utilities Clear/Coordinated Letter
- 7.Construction contract time calculations - method used by Agency to determine contract duration.

Should the Agency receive federal funding for the construction phase, it shall be responsible for identification and remediation, including all associated costs, of any hazardous materials and contamination encountered while implementing the project.

Grant Application Program (GAP): GAP is a repository for all LAP project documents. Upon receipt of the Notice to Proceed on a project phase, the Local Agency will be responsible for uploading the appropriate project documents into GAP before an invoice will be paid.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) 60% plans and project clears to be completed and submitted to the Department by 04/29/2025.
- b) Design to be completed and submitted to the Department by 09/02/2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department will issue Notice to Proceed to the Agency after final execution of this agreement.

Upon receipt of an invoice, the Department will have twenty (20) working days to review and approve the goods and services submitted for payment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: City of St. Petersburg PO Box 2842 St Petersburg, FL 33731	FINANCIAL PROJECT NUMBER: 449036 1 38 01
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PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Design- Phase 38</b>				
FY: 2025 (Local Agency Programs)	\$ 197,467.00	\$ _____	\$ _____	\$ 197,467.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 197,467.00	\$ 0.00	\$ 0.00	\$ 197,467.00
<b>Right-of-Way- Phase 48</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction- Phase 58</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction Engineering and Inspection (CEI)- Phase 68</b>				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$ 197,467.00	\$ 0.00	\$ 0.00	\$ 197,467.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marcia Haines  
 District Grant Manager Name

\_\_\_\_\_  
 Signature Date

**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or



Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT****EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 20.205  
**CFDA Title:** Highway Planning and Construction  
Federal-Aid Highway Program, Federal Lands Highway Program  
**CFDA Program Site:** [https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is\\_active=true&page=1](https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1)  
**Award Amount:** \$197,467.00  
**Awarding Agency:** Florida Department of Transportation  
**Award is for R&D:** No  
**Indirect Cost Rate:** N/A

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)  
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

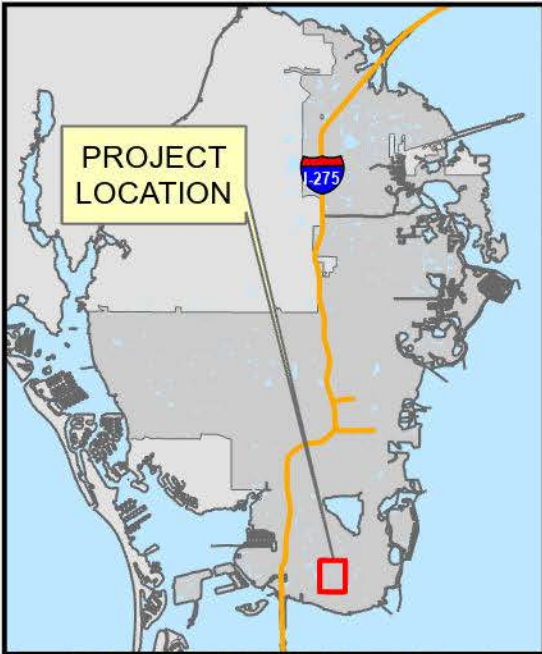
**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.



Document Path: S:\ArcGIS\2025\ENG\City Council Project Location Maps\City Council Project Locations\_2025.aprx

Bay Point  
Bay Point Middle  
Middle School

**PROJECT LOCATION**

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST PETERSBURG	
APPROVED BY:	DATE: 10/21/2024

**FDOT 62ND AVE S TRAIL  
FROM 16TH ST S TO 22ND ST S  
FPID 449036**





## Approvals - gcc

Report • Printed on November 7, 2024

Approved

# 11/21 Council - FDOT - 62nd Ave - LAP Agreement

### ▼ Attachments



FDOT - 62nd Ave - LAP Agreeer

[https://stpete1-my.sharepoint.com/:](https://stpete1-my.sharepoint.com/)

### ▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

11/7/2024 1:04:42 PM



Step 2: Approved by

Margaret B. Wahl

11/7/2024 1:04:32 PM



Step 1: Approved by

Brejesh Prayman

11/7/2024 12:29:25 PM



Requested by

Sarah B. Johnson

11/7/2024 11:41:10 AM

The following page(s) contain the backup material for Agenda Item: Housing, Land Use, & Transportation Committee Meeting Minutes (September 12, 2024)  
Please scroll down to view the backup material.





**CB-6**

City of St. Petersburg  
**Housing, Land Use, & Transportation Committee**  
September 12, 2024  
Minutes

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Members: Committee Chair Brandi Gabbard, Committee Vice-Chair John Muhammad, Council Member Richie Floyd and Council Member Copley Gerdes

Alternate: Council Member Gina Driscoll

Others present: Deborah Figgs-Sanders, City Council Chair, Heather Judd, Assistant City Attorney, Amy Foster, Housing and Neighborhood Services Administrator, Mark VanLue, Housing Development Manager, Joshua Johnson, Housing and Community Development Director, Liz Abernethy, Planning and Development Services Director, Corey Malyszka, Zoning Official, Scott Bolyard, Deputy Zoning Official, and Braydon Evans, Planner II.

Support Staff: Bryan Casañas-Scarsella – City Council Legislative Aide

**1) Call to Order—10:50AM**

**2) Approval of Agenda—**CM Gerdes moved approval; all voted unanimously.

**3) Approval of the August 8, 2024, Minutes—**CM Gerdes moved approval; all voted unanimously.

**4) New Business – September 12, 2024**

- a) Re-appointment of Kimberly Brown-Williams and Angel Charlton to the St. Petersburg Housing Authority (SPHA) Board—*Joshua Johnson, Housing and Community Development Director*

Joshua Johnson introduced the item related to the reappointment of two St. Petersburg Housing Authority Board members, Kimberly Brown Williams and Angel Charlton. Johnson recommended their reappointment based on their exemplary service, as noted by the executive officer. Although Ms. Charlton could not attend due to scheduling conflicts, Ms. Williams was present.

Committee Chair Brandi Gabbard thanked Ms. Williams for her flexibility and service. Ms. Williams expressed that serving on the board had been a valuable and educational experience for her. CM Figgs-Sanders commended her contributions to the development of the new board. Committee Chair Gabbard then acknowledged the positive changes at the Housing Authority and the importance of their partnership. CM Copley Gerdes moved for approval, and the motion was approved unanimously by the committee.

b) Residential Land Development Regulation (LDR) update (Staff request)—*Liz Abernethy, Director of Planning and Development Services, and Corey Malyszka, Zoning Official*

Corey Malyszka introduced the item and acknowledged Scott Bolyard and Braydon Evans, who were also present. Liz Abernethy provided a background on the code update process, mentioning the significant 2017 overhaul that included 85 changes in the single-family residential regulations, particularly regarding Floor Area Ratio (FAR) limits and bonuses in traditional neighborhoods. Ms. Abernethy noted the importance of reviewing whether the bonuses were working as intended. She explained that this update primarily focused on refining those bonuses and addressing feedback from Council, stakeholders, and staff comprehensively.

Mr. Malyszka elaborated on the 2017 updates, highlighting that the City introduced FAR bonuses to address the construction of large homes in older neighborhoods like Historic Kenwood and Historic Northeast. He noted that approximately 356 new homes used these bonuses of the 2,000 homes constructed since then.

Mr. Bolyard continued by discussing the use of FAR bonuses since 2017, emphasizing that the bonuses helped create larger homes that still fit in with the character of the surrounding areas. He then outlined various bonuses with photos to illustrate each one. Ms. Abernethy interrupted to clarify that the bonuses were designed to allow larger homes without making them feel oversized or out of place. She emphasized the goal of maintaining architectural consistency in the neighborhoods.

The presentation continued with detailed statistics on how often each FAR bonus was used. Ms. Abernethy and Mr. Malyszka also discussed additional topics, such as artificial turf and fencing materials. Ms. Abernethy also mentioned that stakeholder meetings were held in May and June to gather feedback, particularly regarding artificial turf regulations. Ms. Abernethy said that she believed that the current base FARs and bonuses are doing what was intended for them to do, which makes homes fit in better with the neighborhood.

Ms. Abernethy explained that City Council had not given staff definitive direction on artificial turf yet, but it was included in the presentation to obtain community feedback. Committee Chair Gabbard then paused the discussion to ask CM Gerdes for an update on his work regarding artificial turf regulations. CM Gerdes explained that he had been working with turf installers, residents, and staff to resolve issues related to permeability and what changes could be made. He proposed starting by allowing more turf use in backyards and requiring permits with specific standards related to the type of turf use and installation.

CM Richie Floyd expressed enthusiastic support for a payment-in-lieu program for sidewalks and expressed some concern with the artificial turf item. He also stated he was in favor of a lower base FAR. Ms. Abernethy clarified that the artificial turf item was still on the referral list and could either be included in the larger Land Development Regulation (LDR) package or proceed as a separate item. She stated that the timeline for the LDR package included workshops in October, public hearings in November, and a potential final decision by December.

Ms. Abernethy also mentioned that Mr. Malyszka would present the artificial turf topic to the Council of Neighborhood Associations (CONA) to gather additional feedback. CM Gerdes added that considerations about PFAS in artificial turf runoff would be addressed during the permitting process to ensure environmental safety.

CM Floyd expressed concerns about situations where artificial turf was installed illegally, specifically mentioning an elderly resident who he felt was taken advantage of by a company. He encouraged staff to take a strong regulatory approach and emphasized that he is not comfortable with the current situation. He mentioned that he had spoken with industry representatives and staff but felt there were still unanswered questions. He also pointed out the juxtaposition between the push for artificial turf and growing interest in sustainable, native vegetation for lawns, suggesting both issues need to be considered together.

Committee Chair Gabbard echoed CM Floyd's concern, stating that residents have expressed interest in sustainable landscaping. While there were no new business items filed related to this, she acknowledged that CM Floyd was actively working on this issue, including meetings with Dean Hay. CM Floyd confirmed that he was working on the matter and would bring it forward when appropriate.

Mr. Malyszka then mentioned a recent meeting with Dean Hay and the Stop the Chop group, who were pleased with some of the proposed code changes. Mr. Malyszka indicated that Mr. Hay's division would be conducting a holistic review of the landscape code, which would be discussed in future presentations. CM Gabbard welcomed the update and expressed satisfaction with the direction of the discussions. Mr. Malyszka then moved on to other topics, such as the use of materials in fences and neighborhood concerns about landscaping and construction, and loopholes in the code related to bay windows. He also brought up the idea of a payment-in-lieu program for sidewalks and some domestic equipment changes to what can be parked in the front yard. He also provided summary of the feedback from various stakeholder meetings held with residents and the Tampa Bay Builders Association.

CM Gerdes said he does not wish to increase the base FAR and supports a payment-in-lieu program for sidewalks. CM Gerdes expressed support for preserving existing trees, noting frequent complaints from residents about tree removal during home renovations. He favored the idea of offering bonuses for tree preservation. He then inquired about Accessory Dwelling Units (ADUs) in NS zoning districts, particularly on corner lots with alleys.

Ms. Abernethy explained that the City's current ADU regulations require a minimum lot width of 75 feet, but many lots are only 60 feet wide, making them ineligible. The proposal aimed to allow ADUs on these narrower lots while also addressing setbacks and privacy concerns. Ms. Abernethy noted that suburban districts, like NS, have different setback requirements, and there was discussion around applying the Neighborhood Traditional (NT) ADU setbacks to the Neighborhood Suburban (NS) districts where alleys exist. This would reduce the required side setback from 10 feet to six feet. CM Gerdes requested a one-on-one discussion to better understand how this change could impact his district before fully supporting it. Both CM Gerdes and Ms. Abernethy agreed to review maps to identify areas where this adjustment could apply.

CM John Muhammad expressed agreement with his colleagues on not increasing the base FAR and supported the idea of a payment-in-lieu program for sidewalks, as well as a bonus for the preservation of existing trees. He acknowledged the complexity of the topic and mentioned the need for one-on-one meetings to delve deeper into the details. He said he recalled participating in past discussions on FAR in a previous role, emphasizing how long the process took to reach adoption.

Ms. Abernethy confirmed that the FAR package had taken two years to finalize, with significant discussions involved. CM Muhammad also noted seeing more homes with pitched roofs and questioned whether these homes were two stories, as they are becoming more common in District 7.

Council Chair Deborah Figgs-Sanders then shifted the focus to the issue of tall opaque fences, referencing a past new business item. She explained how a six-foot opaque fence had obstructed the waterfront views of neighboring houses, which were sold as waterfront properties. She raised concerns about fences that appear taller than allowed due to added backfill dirt and asked how future LDR changes would address such issues. Ms. Abernethy explained that although there had been a complaint about altered grades, no violation was found during their investigation. Moving forward, one solution discussed was allowing four-foot solid fences with two feet of transparency on top. Ms. Abernethy and Mr. Malyszka suggested options to include landscaping and columns to break up the visual mass of the fence. Council Chair Figgs-Sanders also inquired whether the new regulations would apply to existing structures, and Ms. Abernethy clarified that existing fences would be grandfathered in. Finally, Council Chair Figgs-Sanders reiterated the need to address the issue, noting how long it had been ongoing, and supported moving forward with some aspects of the LDR changes.

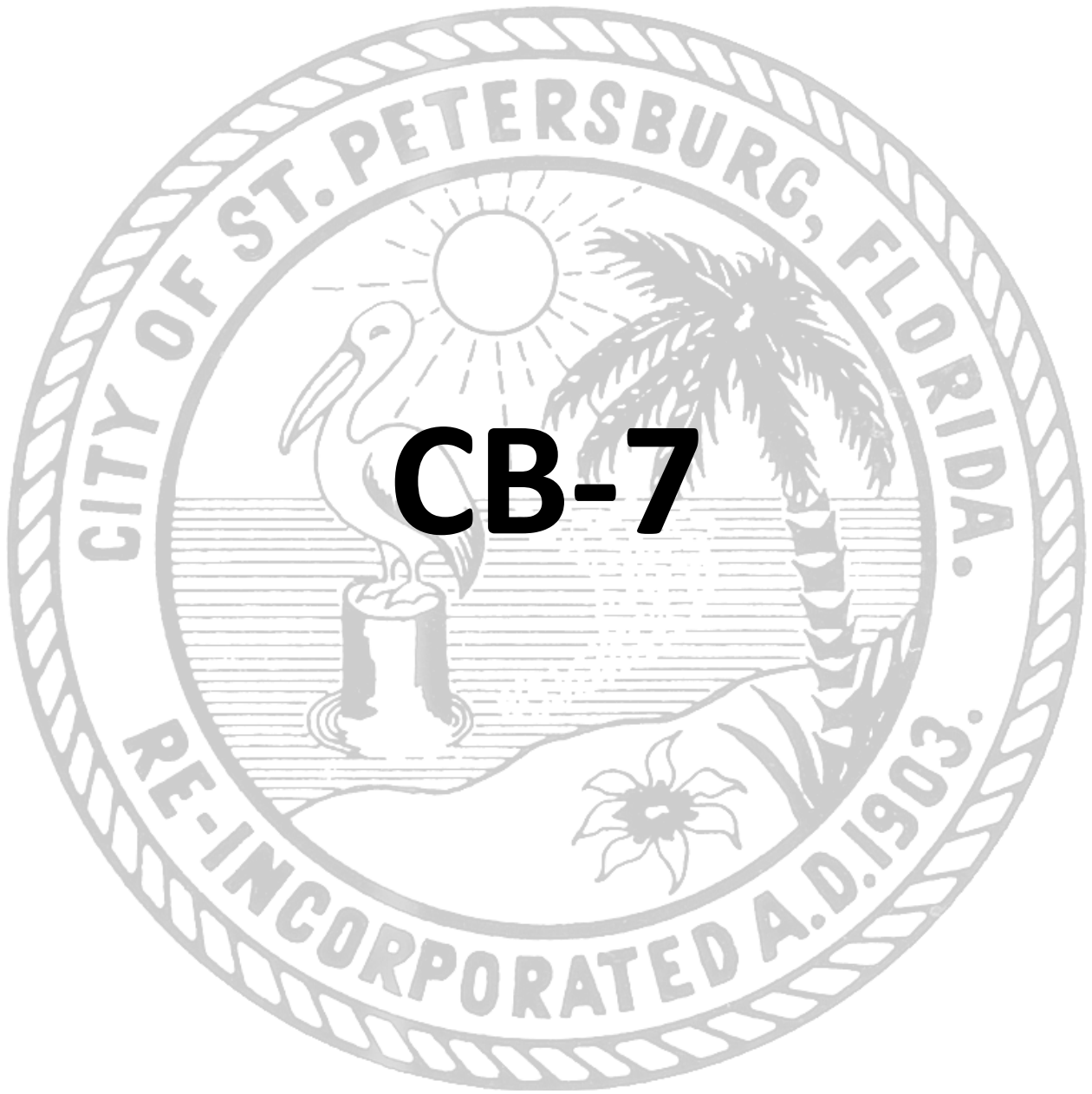
Committee Chair Gabbard remarked that while she was not part of the original decision-making process, she followed it closely due to her role as a real estate professional and candidate for office at the time. She acknowledged the rationale behind addressing oversized, unattractive homes being built in historic neighborhoods, while also balancing the need for housing that meets modern demands. She expressed satisfaction with the current FAR regulations, emphasizing that the issues they sought to resolve have been effectively addressed. She opposed revisiting the FAR issue, believing the current system works well, despite some very specific, nuanced issues that may need to be addressed over time.

Committee Chair Gabbard then turned to the topic of fencing and clarified that fences do not require permits as opposed to walls, which do require permits. She supported the idea of requiring traditional materials for fences to ensure durability, especially during hurricanes, and to address safety concerns related to windborne debris. She asked how that can be monitored if permits are not issued. Ms. Abernethy replied that those issues are primarily handled through Codes. Next, she discussed bay windows, noting their popularity in her district and seeking clarification on whether new code changes would impact homeowners replacing existing bay windows. Ms. Abernethy explained that the goal is to clarify what constitutes a bay window in the code, to prevent developers from exploiting the term to expand homes beyond the intended limits. Committee Chair Gabbard expressed strong support for the payment-in-lieu fund for sidewalks, domestic equipment restrictions, tree preservation efforts, and ADU regulation changes. She requested a one-on-one meeting to further discuss the ADU topic.

Regarding next steps, Committee Chair Gabbard confirmed that the complex nature of these issues requires further committee review before presenting them to the full Council. She suggested bringing the items back to the committee in November to finalize the strike-through and underline package for potential adoption in December. The meeting concluded with Committee Chair Gabbard thanking all participants and highlighting the importance of addressing these multifaceted issues carefully and efficiently.

***Committee Chair Gabbard adjourned the meeting at 12:06PM.***

The following page(s) contain the backup material for Agenda Item: Budget, Finance and Taxation  
Committee Meeting Minutes (August 22, 2024)  
Please scroll down to view the backup material.



**CB-7**



City of St. Petersburg  
**Budget, Finance and Taxation Committee**  
**August 22, 2024 Meeting Minutes**  
*City Hall, Room 100*

**Present:** Committee Chair Copley Gerdes, Committee Vice-Chair Ed Montanari, Council Chair Deborah Figgs-Sanders, and Council Member Lisset Hanewicz.

**Absent:** None

**Also Present:** Assistant City Administrator Tom Greene, Chief Assistant City Attorney Jeannine Williams, Budget and Management Director Liz Makofske, Public Works Administrator Claude Tankersley, Sustainability and Resilience Acting Director Whitney Blair, Engineering Director Brejesh Prayman, and Deputy City Clerk Jordan Wilson.

**Support Staff:** Jayne Ohlman – Senior Legislative Aide

1. **Call to Order** – 10:00 AM
2. **Approval of Agenda** – CM Hanewicz motioned for approval. All voted in favor.
3. **Approval of August 8, 2024** – CM Montanari motioned for approval. All voted in favor.
4. **New Business – August 22, 2024**

**Review the BP Settlement Fund Expenditure Request as Presented to the HERS Committee on May 16, 2024** – *Whitney Blair, Sustainability and Resilience Acting Director, and Claude Tankersley, Public Works Administrator*

Sustainability and Resilience Acting Director Whitney Blair presented the revised proposal for the second and final installment of the BP settlement funds.<sup>1</sup> The initial proposal for the supplemental BP funds was presented to the Committee of the Whole in August 2023, and the Office of Sustainability and Resilience incorporated feedback from this meeting to create a revised proposal with the most significant environmental impact. The revised proposal was presented to the Health, Energy, Resilience, and Sustainability (HERS) Committee on May 16, 2024, and received unanimous approval. City Council Resolution 2016-554 requires that any request for the expenditure of BP Settlement funds be referred to the Budget, Finance, and Taxation Committee before submitting it to the City Council for approval. Ms. Whitney detailed the proposed projects and their respective allocation requests:

- Seagrass Mitigation Bank Project (North Shore Park): \$403,600
- Tree Canopy Analysis and Mapping: \$35,000
- Expanded Food Forest Pilot: \$150,000
- EV Infrastructure: \$400,000
- Local Non-Profit and Community-Based Organization (CBO) Support: \$74,947

Ms. Blair explained that the Seagrass Mitigation Project at North Shore Park includes planting over 150,000 native seagrass plugs and will be one of the largest seagrass re-establishment projects in the State at almost 180 acres. Next, Ms. Blair reminded the committee of the 2017 Tree Canopy Analysis Project and explained that the funding will help to update and verify the City’s tree canopy cover. Ms. Blair detailed the Expanded Food Forest Pilot Project, stating that this pilot will create two new food forests while supporting six to ten existing community gardens with water infrastructure

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<sup>1</sup> During the first quarter of FY 22, the City received \$1,063,567 in additional BP settlement funds.

(irrigation) and fruit trees. Ms. Blair continued with an overview of the EV Infrastructure Project funding, which will be used to replace, upgrade, and add new EV infrastructure in priority and gap areas. Lastly, Ms. Blair detailed the Local Non-Profit and Community-Based Organization (CBO) Support funding for the Solar and Energy Loan Fund (SELF) and the Solar United Neighbors Co-Op (SUN).

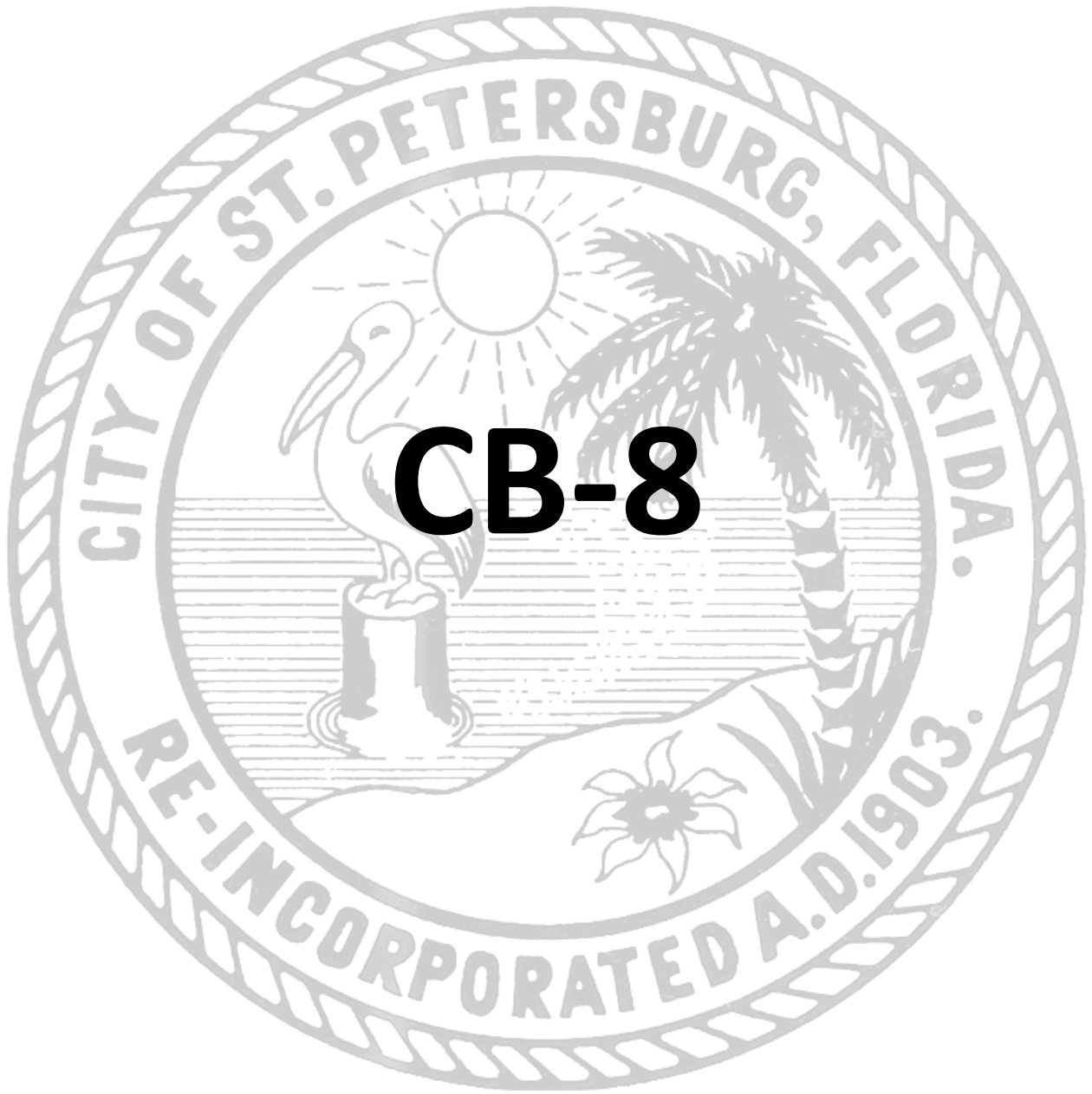
Regarding the expanded Food Forest Pilot program, Council Chair Figgs-Sanders asked if it is available to permitted community gardens or all community gardens. Ms. Blair responded that the grant funding would be for permitted community gardens, noting that the permit cost is \$50 for the first year and then \$25 per year.

In reference to the funding for SELF and SUN, Council Member Hanewicz asked Ms. Blair to elaborate on the functions of those two community-based organizations. Ms. Blair responded that SELF is a non-profit that provides access to affordable and innovative financing for sustainable property improvements, focusing on energy efficiency, renewable energy, and climate resilience. SUN is a nonprofit that expands access to rooftop solar by educating residents about solar power, organizing group solar installations known as solar co-ops, and helping residents “go solar” on their own.

CM Hanewicz made a motion to approve the expenditure request and send the recommendation to the full City Council. All members voted in favor.

***CM Gerdes adjourned the meeting at 10:44 AM.***

The following page(s) contain the backup material for Agenda Item: Public Services & Infrastructure Committee Meeting Minutes (September 12, 2024)  
Please scroll down to view the backup material.



**CB-8**

City of St. Petersburg  
**Public Services & Infrastructure Committee**  
**September 12, 2024, Meeting Minutes**  
*City Hall, Room 100*

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**Present:** Committee Chair Lisset Hanewicz, Committee Vice-Chair Copley Gerdes, Council Member Ed Montanari, Council Member Richie Floyd, and Council Chair Deborah Figs-Sanders (Alternate)

**Absent:** None

**Also Present:** Assistant City Attorney Christina Boussias, City Administrator Rob Gerdes, Assistant City Administrator Tom Greene, Housing and Neighborhood Affairs Administrator Amy Foster, Community Enrichment Administrator Mike Jefferis, Public Works Administrator Claude Tankersley, Interim Chief Equity Officer Carl Lavender, Neighborhood Relations Director Susie Ajoc, Senior Survey Associate & Statewide Projects Manager at Polco, Alissa Punwar, and Senior Survey Associate at Polco, Joseph Dell’Olio (via ZOOM), and Deputy City Clerk Paul Traci

**Support Staff:** Tricia Terry – Legislative Aide

**1. Call to Order – 9:25 AM**

**2. Approval of Agenda – Vice-Chair (VC) Gerdes** motioned for approval. All voted in favor.

**3. Approval of August 8, 2024, Minutes – CM Montanari** motioned for approval. All voted in favor.

**4. New Business – September 12, 2024**

**A Presentation on the City of St. Petersburg’s 2024 Community Survey – Amy Foster, Housing and Neighborhood Services Administrator, Alissa Punwar, Senior Survey Associate & Statewide Projects Manager at Polco, and Joseph Dell’Olio, Senior Survey Associate at Polco**

City Administrator Rob Gerdes introduced the item, provided a statement from Administration then turned the floor over to Amy Foster. Amy Foster estimated the last time a community survey had been done was probably in the 1980s and done on a typewriter. She expanded that these responses allow us to benchmark ourselves to our own baseline, and to other similar communities.

Joe Dell’Olio began the presentation with some background on Polco as a company. He then provided some information on the methodology of the survey, including the randomly selected addresses invited to take the survey. Mr. Dell’Olio explained ways this survey can be used by the City. He discussed facets of community livability in the survey and how they align with certain City departments. Out of all the addresses in St. Petersburg, 5,000 addresses were randomly selected to receive the survey mailings, of which 590 households completed the survey. The survey was provided in both English and Spanish, and respondents could respond online or via mail. In addition to the randomly selected addresses, Polco also ran a separate open participation survey, with those 2,500 responses being reported in a separate section of the report. He then discussed demographics of the survey, national benchmarking, and highlighted results in St. Petersburg.

VC Gerdes inquired about using these survey results as the baseline, and if we could get more in-depth information about responses in future surveys. Amy Foster described the current survey as-is to be able to benchmark against other communities. In the future, we can tailor surveys with additional questions for the areas of opportunity presented from this first survey. Mr. Dell'Olio expanded that Polco has additional questions that have been vetted in other communities through National Community Survey. Alissa Punwar stated that all questions could be adjusted in future iterations.

Chair Hanewicz asked how the facets of community livability were determined. Mr. Dell'Olio indicated that the facet categories were selected by Polco to ensure the greatest ease of reading the report. Chair Hanewicz inquired as to why quality of life and governance was not listed as a facet. Mr. Dell'Olio stated that Polco has changed the main facets several times over the years. Ms. Punwar stated that she would need to follow up with her team. Lastly, Chair Hanewicz asked if these surveys are typically published by the municipality for the residents to review. Mr. Dell'Olio stated that municipalities typically publish the report on their websites. Ms. Foster pointed to the included infographic that was shared with our residents on the website, as a distilled version of the results. Chair Hanewicz discussed publishing both the infographic as well as the full report to allow individuals to dive deeper into the topics they may find more important.

CM Floyd asked about the actual averages that our results are being compared to, and if all the categories that we reported above and below the national average were listed somewhere<sup>1</sup>. Mr. Dell'Olio indicated that an overview of the list can be found in the national benchmark section. As for the national average numbers, Polco does not report on the averages themselves, as they are proprietary. CM Floyd asked if they could follow up with a one-pager on the above and below categories.

CM Montanari asked to clarify how they statistically re-weighted the results. Mr. Dell'Olio described bias, like selection bias or non-response bias. As there are some groups in a community that statistically respond more or less than others, and their responses would be weighted accordingly. Mr. Dell'Olio expanded that this weighting is done at the end of the survey and that Polco used the 2020 Census to determine demographic norms. Instead of every person equaling one, overrepresented groups could be slightly below one, and underrepresented groups could be slightly above.

CM Montanari highlighted some areas he focused on including cost of living and affordable housing, then inquired about the ease of parking numbers. Ms. Foster clarified that parking was something that stood out to Administration, and they have some bullet points on the infographic about what they plan to do to help address parking. Rob Gerdes pointed out that the nationwide comparison for cost of living is trending down. Additionally, the City is already identified affordable housing as a known issue, but also one that encompasses a broad range of things to look at, such as utility costs, ad valorem and property tax costs. Mr. Gerdes also recognized that City Council has been working through philosophical discussions about parking in the recent years, teetering between providing easy access and having a walkable City. Ms. Foster circled back to the plans to address this parking concern, which include:

- 900 public parking spaces planned or under construction in the Edge District
- parking garages planned for the Historic Gas Plant District
- parking study update planned for FY2025
- a Complete Streets plan update is planned for 2025 and funded through a DOT grant

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<sup>1</sup> Results are considered above or below the national average if they are 10 points above or below the national average.

Chair Hanewicz asked how the City compared to other similar communities regarding ease of parking. Ms. Punwar stated that the City was lower (at least 10 points lower than the national average), but not much lower (20 points below).

Council Chair (CC) Figgs-Sanders how the City will be correlating these results with other studies and reports, like the Disparity Study. Mr. Gerdes indicated that this is supplemental to all the other information and studies, and that some of the results already align with the City's priorities. Ms. Foster added that this report was timed to be provided before the budget is finalized so the results can be considered in our budget process. CC Figgs-Sanders pointed out that we plan to perform the survey annually, and how zip-code information could be used for things like public safety responses being different in different areas within the City. Mr. Dell'Olio spoke about pulling addresses randomly to give us an overview of the City, and how some of the biases are known and then weighted on the backend. He then indicated that the report included demographic crosstabs for all responses.

Chair Hanewicz inquired if we could get survey results broken down by geographic areas, like Council Districts. Ms. Punwar stated that they could view this using the online tool that was provided to City Council, which includes interactive crosstabs.

CM Montanari wanted to ensure that Police and Fire were included in the cabinet meeting discussions about the survey results. Mr. Gerdes confirmed that they were included.

CM Floyd asked if there would be a summary or report that included the unweighted results. Mr. Dell'Olio indicated that he would need to follow up with that information.

VC Gerdes commented on the residents' responses on how engaged they are with the City, and how it shows respondents clearly know the City. He then asked about next steps and asked to keep this item on the referral list. Ms. Foster stated that she agreed it would be helpful to come back to a committee meeting before the end of the year to get input for next year's survey.

***With no further business, Chair Hanewicz adjourned the meeting at 10:43AM.***