

COUNCIL MEETING

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

CITY OF ST. PETERSBURG

**December 12, 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
- 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: 950 3020 0798#
- Watch, listen, and participate on your computer, mobile phone, or other device by visiting the following link: <https://zoom.us/j/95030200798>

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.

December 12, 2024

1:30 PM

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

B. Approval of Agenda with Additions and Deletions.

C. Consent Agenda (see attached)

Open Forum

The City Council receives public comment during Open Forum and on agenda items with limited exceptions consistent with Florida law. All issues discussed under Open Forum must be limited to issues related to the City of St. Petersburg government. If you wish to address City Council on subjects other than 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

1. [Pinellas Opportunity Council](#)
2. [SHINE Mural Festival 2024 Recap](#)

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

F. Reports

1. [A Resolution authorizing the Mayor or his designee to execute a design-build agreement between the City of St. Petersburg, Florida and Hennessy Construction Services Corp \(“Hennessy”\) for Hennessy to provide preconstruction phase and construction phase services for the Tropicana Field Emergency Roof Replacement Project; approving payment to Hennessy for preconstruction services to include the drawing of plans for the roof replacement at Tropicana Field in an amount not to exceed \\$1,450,272; providing that future payments to Hennessy for services under the design-build agreement requires City Council approval; approving a transfer in the amount of \\$1,161,272 from the Pro Sports Facility Fund \(1051\) to the General Capital Improvement Fund \(3001\); approving a transfer in the amount of \\$289,000 from the General Fund \(0001\) to the General Capital Improvement Fund \(3001\); approving a supplemental appropriation in the amount of \\$1,450,272 from the increase in the unappropriated balance of the General Capital Improvement Fund \(3001\), resulting from the above transfers, to the Tropicana Field Emergency Roof Replacement - Milton Project \(20927\) for preconstruction services to be provided by Hennessy; and providing an effective date.](#)

2. A Resolution authorizing the Mayor or his designee to execute an architect/engineering agreement between the City of St. Petersburg, Florida and Associated Space Design, Inc. ("A/E") for A/E to develop plans for the repairs of damages (excluding roof repairs) to Tropicana Field caused by Hurricane Milton in an amount not to exceed \$206,000; providing that future payments to A/E for additional professional services under the architect/engineering agreement requires City Council approval; approving a transfer in the amount of \$206,000 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$206,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927) for the professional services provided by A/E; and providing an effective date.
3. A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) "Affordable Single-Family Residential Façade Improvement Program", increasing the maximum award of assistance to homeowners to \$15,000; expand the list of eligible projects; clarify program procedures; and finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA's "Affordable Single-Family Residential Façade Improvement Program"; and providing an effective date.
4. A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) "Property Acquisition and Site Preparation Program", to clarify procedures related to program administration; finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA's "Property Acquisition and Site Preparation Program"; and providing an effective date.

G. New Business

H. Council Committee Reports

1. September 12, 2024 Housing, Land Use, and Transportation Committee- Action Item
 - (a) A resolution regarding the Mayor's reappointment of Ms. Angel Charlton to the office of Commissioner of the Housing Authority of the City of St. Petersburg, Florida, for third term, running from January 1, 2025, through December 31, 2028.
 - (b) A resolution regarding the Mayor's reappointment of Ms. Kimberly Brown-Williams to the office of Commissioner of the Housing Authority of the City of St. Petersburg, Florida, for a four-year term running from January 1, 2025, through December 9, 2028.
2. December 12, 2024 Budget, Finance and Taxation Committee- Action Item
 - a) A resolution of the City Council of the City of St. Petersburg, Florida authorizing the issuance of a not to exceed \$50,000,000 Non-Ad Valorem Revenue Note, Series 2024 to finance and/or reimburse the costs of capital repairs and/or debris removal from recent hurricane damage within the City and to pay associated transactional costs; providing that such note shall be a limited obligation of the City payable solely from Non-Ad Valorem Revenues budgeted and appropriated as provided herein; providing for the rights, securities and remedies for the owner of such note; making certain covenants and agreements in connection therewith; and providing an effective date.

I. Legal

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

Public Hearings

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

1. City-initiated application to modify the Comprehensive Plan for the purpose of implementing legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE) for fiscal years 2025 to 2029. (City File LGCP-CIE-2024)
 - (a) Ordinance 603-H, an ordinance modifying the Capital Improvements Element of the Comprehensive Plan of the City of St. Petersburg, Florida by updating the Five-year Capital Improvement Schedule and replacing all previously adopted Capital Improvement Schedules; adopting fund summaries for the General Capital Improvement Fund (3001), Bicycle/Pedestrian Safety Improvements Fund (3004), Citywide Infrastructure Fund (3027), Recreation and Culture Capital Fund (3029), Multimodal Impact Fees Capital Improvement Fund (3071), Downtown Parking Improvement Fund (3073), Water Resources Capital Projects Fund (4003), Stormwater Drainage Capital Fund (4013), Airport Capital Projects Fund (4033), Marina Capital Improvement Fund (4043), and Port Capital Improvement Fund (4093), for the fiscal years 2025 through 2029; adopting the FDOT District Seven's adopted five-year work program for the fiscal years 2024/25 to 2028/29; providing for severability; and providing an effective date.
2. Ordinance 605-H, An ordinance concerning amendment of the City's 99-year lease of waterfront property for use by the Dali Museum to allow for expansion of the museum, as conditionally authorized by the referendum called by City ordinance 512-H and approved on November 8, 2022; making findings concerning such an amendment; approving such an amendment; providing for severability; and providing an effective date.

Quasi-Judicial Proceedings

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

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

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

3. 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]

K. Open Forum

L. Adjournment

St. Petersburg
Community Redevelopment Agency (CRA)
12/12/2024

1. City Council Convenes as Community Redevelopment Agency.
2. Approving a resolution recommending that the St. Petersburg City Council approve amendments to the South St. Petersburg CRA "Affordable Single-Family Residential Faade Improvement Program."
3. Approving a resolution recommending that the St. Petersburg City Council approve the following amendments to the South St. Petersburg CRA "Property Acquisition and Site Preparation Program."
4. Adjourn Community Redevelopment Agency.

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda A December 12, 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 payment to Oracle America, Inc., a sole source supplier, for the Oracle eBusiness Suite, Work and Asset Management Cloud Services, Oracle Field Services Cloud, and other Oracle and Solaris technology products, for the Department of Technology Services, at a cost of \$1,288,259.87; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.
2. Accepting bids from Duramax Holdings LLC dba Otto Environmental Systems (Duramax Holdings LLC), Iron Container, LLC, Tank Holding Corp and Wastequip Manufacturing Company, LLC for refuse containers, compactors and related products for the Sanitation Department in the amount of \$14,845,810.

(City Development)

(Community Enrichment)

(Public Works)

3. A resolution approving an Amendment to the Agreement between the City of St. Petersburg, Florida and Global Mountain Solutions USA, LLC (dba Global Rope Access – “GRA”) dated October 15, 2024 to expand the scope of work to remove metal panels identified when dismantling the remaining PTFE roof materials at Tropicana Field after Hurricane Milton and increase the contract amount in the amount of \$152,211.19 for such additional work; providing that the total contract amount shall not exceed \$568,566.48; authorizing the Mayor or his designee to execute the Amendment; approving a supplemental appropriation in the amount of \$153,000 from the unappropriated balance of the General Fund to the Enterprise Facilities Department, Administration Division (282-1813), FY25 Milton Tropicana Field Project (20858) (Oracle Projects - 20858); and providing an effective date.

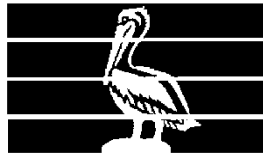
(Appointments)

(Miscellaneous)

4. A resolution approving funding, subject to certain conditions, from the City’s Home American Rescue Plan (Home ARP) funds to Directions For Mental Health, Inc d/b/a

Directions For Living, for (I) \$484,827 for supportive services (rental assistance), and (II) \$151,832 for nonprofit capacity building assistance, for a total of \$636,659, in accordance with the Home-ARP Plan; authorizing the Mayor or his designee to execute a subrecipient agreement and any other documents necessary to effectuate this transaction; and providing an effective date.

CONSENT



AGENDA

COUNCIL MEETING

CITY OF ST. PETERSBURG

Consent Agenda B December 12, 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 Statements of Qualifications from Airport Design Consultants, Inc., American Infrastructure Development, Inc., Michael Baker International, Inc., and Mohsen Design Group Incorporated for Consulting Services, Albert Whitted Airport Projects for the Engineering and Capital Improvements Department.

(City Development)

2. Authorizing the Mayor, or his designee, to execute a License Agreement with Saint Pete Dolphins Incorporated, a Florida not-for-profit corporation, for the use of 1) a concession stand/storage area within a portion of City-owned 31st Street Sports Complex, located at 4801 31st Street South, St. Petersburg (North Field) and 2) a building within a portion of City-owned Wildwood Park located at 2560 10th Avenue South, St. Petersburg, for a period of thirty-six (36) months for a fee of \$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)
3. Authorizing the Mayor, or his designee, to execute a twelve (12) month Lease Agreement with Galen of Florida, Inc. ("Lease"), for the St. Petersburg Police Department's use of ±125 sq. ft. of space within the HCA Florida St. Petersburg Hospital located at 6500 38th Avenue North, Suite BLDG, St. Petersburg, for the purpose of locating a Police Resource Center; and to execute subsequent renewals of this Lease under the same basic terms and conditions not to exceed four (4) additional 1-year terms
4. Authorizing the Mayor, or his designee, to execute a license agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for use of the St. Petersburg Tennis Center located at 650 18th Avenue South, St. Petersburg, Florida, within City-owned Bartlett Park, for a period of three (3) years for an aggregate fee of \$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)
5. Approving a resolution authorizing the Mayor or his designee to accept a Florida Department of Transportation ("FDOT"), Public Transportation Grant for the Port of St. Petersburg's Master Plan Project at a maximum reimbursement amount of \$150,000; authorizing the Mayor or his designee to execute the Public Transportation Grant Award Agreement and all other documents necessary to effectuate the grant; and providing an effective date.

6. A resolution approving a transfer in the amount of \$277,600 from the unappropriated balance of the General Fund (0001) to the Mahaffey Theater Operating Fund (1201) and a supplemental appropriation in the amount of \$277,600 from the increase in the unappropriated balance of the Mahaffey Theater Operating Fund (1201), resulting from the above transfer, to the Enterprise Facilities Department, Mahaffey Operations (282-1829), FY24 Storm #3 EFD Enterprise Project (20430); and providing an effective date.

(Community Enrichment)

(Public Works)

7. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-ASR/UIW(C) ("Task Order"), as amended, to the architect/engineering agreement dated December 12, 2020, as amended, between the City of St. Petersburg, Florida and ASRus, LLC ("A/E") for A/E to provide permit renewal application services related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$29,840; providing that the total Task Order, as amended, shall not exceed \$499,840 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.
8. A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) to the Architect/Engineering Agreement dated April 4, 2024, between the City of St. Petersburg, Florida ("City") and Associated Space Design, Inc. ("A/E") for A/E to conduct project meetings, provide design development, develop construction documents and bid specifications, provide bidding and permitting assistance, and provide limited construction management administration related to the Manhattan Casino Building Renovations Project in an amount not to exceed \$117,874.13; providing that the total Task Order amount, as amended, shall not exceed \$169,348.15; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$98,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of \$98,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino Renovation FY24 Project (ECID Project No. 24166-130; Oracle No. 19806); and providing an effective date.
9. A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-MN/MNP(A) to the architect/engineering agreement dated August 26, 2021 between the City of St. Petersburg, Florida ("City") and Moffatt & Nichol, Inc. ("A/E") for A/E to collect data related to a site assessment, conduct public engagement related to market assessment, provide project management, prepare an initial concept, and prepare a master plan related to the Port Master Plan FY24 Project in an amount not to exceed \$287,038.57 (ECID Project No. 24197-130; Oracle No. 19813); and providing an effective date.

(Appointments)

(Miscellaneous)

10. A resolution authorizing the Mayor or his designee to accept grant funding in the amount of \$100,000 from the Pinellas Community Foundation ("Foundation") through the We Are St. Pete Fund to be used as 'Rapid Resolution' funds to address immediate high-priority needs identified through the City's resident outreach efforts, with a focus on diversion to prevent homelessness; approving a supplemental appropriation in the amount of \$100,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Housing and Neighborhood Services

Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934); authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.

11. A Resolution declaring the 39th Annual MLK Dream Big Parade, to be held on January 20, 2025, to be a Special Event withing the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code; delineating boundaries and a time period within which the declaration is to be effective; suspending pushcart vending permits issued for public property locations pursuant to Section 16.70.030.1.5. of the St. Petersburg City Code within the delineated boundaries during the time period; and providing an effective date.
12. Recommendation to Approve the Increase to Pension Benefits for Retirees and Beneficiaries Receiving Benefits under the Employees' Retirement System ("Plan")
13. Retention of Outside Counsel for Insulin and Diabetes Medication Litigation

MEETING AGENDA

CITY OF ST. PETERSBURG

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

City Council Meeting (Swearing-In Ceremony)

Thursday, January 2, 2025, 11:00 a.m., City Council Chambers

Housing, Land Use & Transportation Committee

Thursday, January 9, 2025, 8:00 a.m., Conference Room 100

Public Services & Infrastructure Committee

Thursday, January 9, 2025, 9:30 a.m., Conference Room 100

Budget, Finance & Taxation Committee

Thursday, January 9, 2025, 10:50 a.m., Conference Room 100

City Council Meeting

Thursday, January 9, 2025, 1:30 p.m., City Council Chambers

CITY OF ST. PETERSBURG
Board and Commission Vacancies



PROCEDURES TO BE FOLLOWED FOR QUASI-JUDICIAL PROCEEDINGS:

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

5. Public Comment. Upon conclusion of the initial presentations, members of the public may speak for not more than three (3) minutes each. Speakers shall limit their testimony to information relevant to the ordinance or application and criteria for review.

6. Cross Examination. Each party shall be allowed a total of five (5) minutes for cross examination, which includes the time consumed by both questions and answers. Each party who opposes the application may only cross examine any witness who previously testified in support of the application. Each party who supports the application may only cross examine any witness who previously testified in opposition to the application. The questioning party is not permitted to make any statements, only to ask questions that are directly related to the testimony or evidence presented. All questions shall be addressed to the Chair and then (at the discretion of the Chair) asked either by the Chair or by the party conducting the cross examination of the appropriate witness. One (1) representative of each party shall conduct the cross examination. If anyone wishes to utilize the time provided for cross examination and rebuttal as an Opponent, and no one has previously registered with the City Clerk as an Opponent, said individual shall notify the City Clerk prior to the beginning of initial presentations for the applicable public hearing. If no one gives such notice, there shall be no cross examination or rebuttal by Opponent(s). The order of cross examination shall be:

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

7. Rebuttal/Closing. Each party shall have five (5) minutes to provide a closing argument and/or rebuttal. The order of rebuttal/closing shall be:

- a. Rebuttal/Closing by City Administration.
- b. Rebuttal/Closing by Opponent, if applicable.
- c. Rebuttal/Closing by Applicant followed by the Appellant, if different, followed by Property Owner, if different.

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The following page(s) contain the backup material for Agenda Item: Pinellas Opportunity Council
Please scroll down to view the backup material.



D-1

CITY COUNCIL AGENDA PRESENTATION ITEM

DATE: November 22, 2024

TO: The Honorable Members of City Council

SUBJECT: Pinellas Opportunity Council

PRESENTER: Pattye Sawyer, *Executive Director of Pinellas Opportunity Council*

SCHEDULE FOR COUNCIL ON: December 12, 2024

John Muhammad
Council Member, District 7

The following page(s) contain the backup material for Agenda Item: SHINE Mural Festival 2024
Recap
Please scroll down to view the backup material.



D-2

CITY COUNCIL AGENDA PRESENTATION ITEM

DATE: November 25, 2024

TO: The Honorable Members of City Council

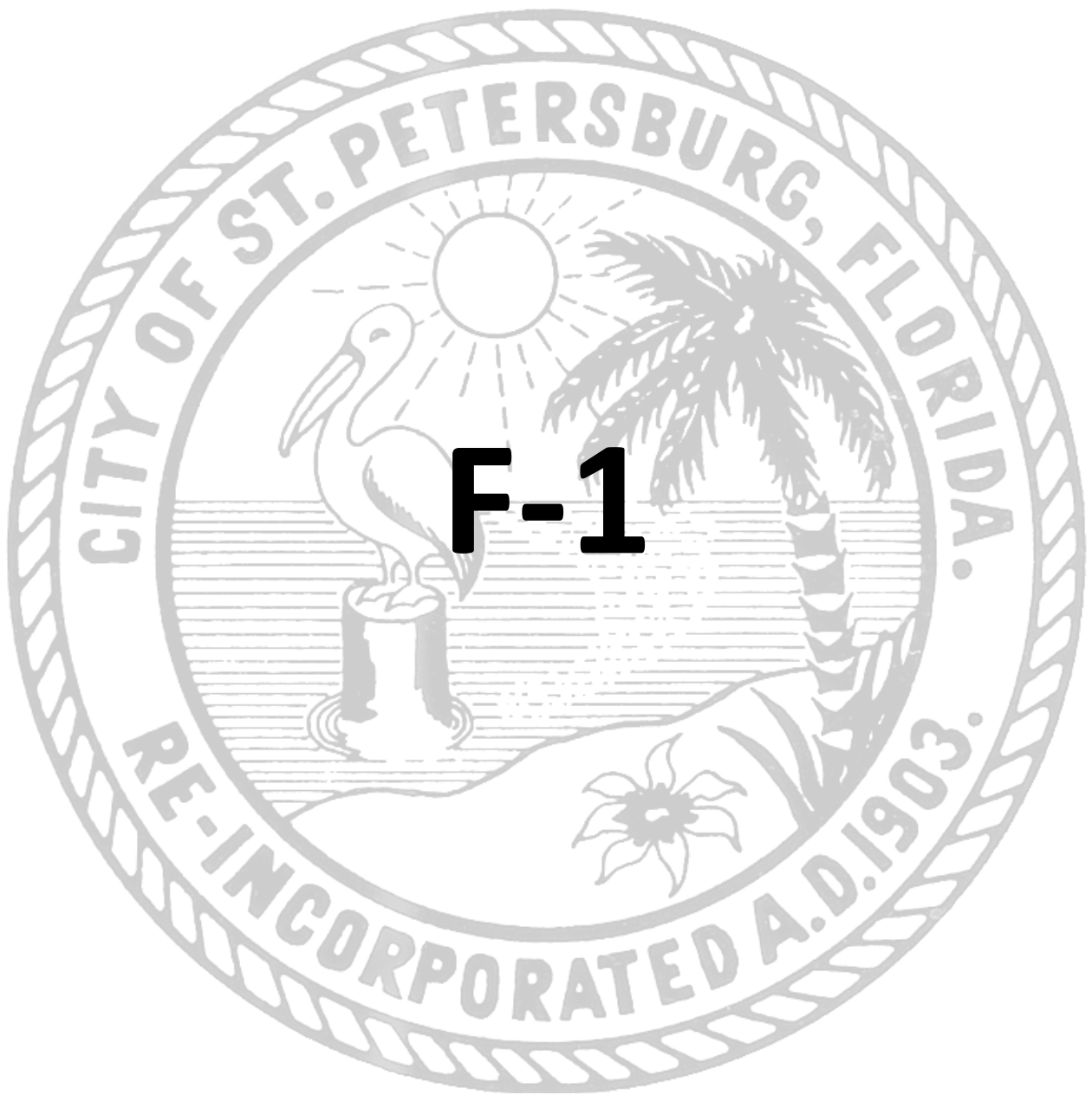
SUBJECT: SHINE Mural Festival 2024 Recap

PRESENTER: Jenee Priebe, St. Petersburg Arts Alliance's SHINE Mural Festival
Director

SCHEDULE FOR COUNCIL ON: December 12, 2024

Richie Floyd
Council Member, District 8

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute a design-build agreement between the City of St. Petersburg, Florida and Hennessy Construction Services Corp (“Hennessy”) for Hennessy to provide preconstruction phase and construction phase services for the Tropicana Field Emergency Roof Replacement Project; approving payment to Hennessy for preconstruction services to include the drawing of plans for the roof replacement at Tropicana Field in an amount not to exceed \$1,450,272; providing that future payments to Hennessy for services under the design-build agreement requires City Council approval; approving a transfer in the amount of \$1,161,272 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001); approving a transfer in the amount of \$289,000 from the General Fund (0001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$1,450,272 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927) for preconstruction services to be provided by Hennessy; and providing an effective date. Please scroll down to view the backup material.





MEMORANDUM

CITY OF ST. PETERSBURG, FLORIDA

ENGINEERING AND CAPITAL IMPROVEMENTS DEPARTMENT

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

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

DATE: December 4, 2024

SUBJECT: Tropicana Roof Repairs – Hennessy Report Council Item

City Council Report Item F-1 was submitted for preconstruction phase services for the Tropicana Field Emergency Roof Replacement Project in an amount not to exceed \$1,450,272.

There is not a change to the not to exceed amount, it remains \$1,450,272. There is a change to the funding source for the services. The amount of the transfer from the Pro Sports Facility Fund (1051) was reduced by \$289,000 and a second transfer from the General Fund (0001) in that amount was added. The change to the transfer amount is needed to match the amount available in the fund to transfer. The supplemental appropriation amount also remains unchanged.

Should you have any questions, please feel free to contact Brejesh Prayman at 892-5383 or Liz Makofske at 893-7435.

Attachment: Updated Consent Memo & Legal Resolution

cc: Robert Gerdes, City Administrator
Tom Greene, Assistant City Administrator
Claude Tankersley, Public Works Administrator
Chandrasa Srinivasa, City Clerk

ST. PETERSBURG CITY COUNCIL

Report

Meeting of December 12, 2024

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute a design-build agreement between the City of St. Petersburg, Florida and Hennessy Construction Services Corp (“Hennessy”) for Hennessy to provide preconstruction phase and construction phase services for the Tropicana Field Emergency Roof Replacement Project; approving payment to Hennessy for preconstruction services to include the drawing of plans for the roof replacement at Tropicana Field in an amount not to exceed \$1,450,272; providing that future payments to Hennessy for services under the design-build agreement requires City Council approval; approving a transfer in the amount of \$1,161,272 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001); approving a transfer in the amount of \$289,000 from the General Fund (0001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$1,450,272 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927) for preconstruction services to be provided by Hennessy; and providing an effective date.

EXPLANATION: On November 11, 2024, the City received the Hurricane Milton Damage Assessment from Hennessy Construction. The report includes detailed damage assessments by experts in the fields of structural engineering (specifically tensioned fabric roof systems), metal panel building enclosures, electrical systems, mechanical HVAC and plumbing systems, and fire protection systems.

Under this authorization, Hennessy will be responsible for preconstruction phase services only. During the preconstruction phase, Hennessy shall (i) review all reports, design documents and investigations pertaining to the Tropicana Field roof structural support system, (ii) develop the detailed engineering of the tension membrane fabric and submit signed and sealed construction documents for permit approval (iii) provide City the necessary documents for submission to MLB and obtaining the necessary approvals (iii) develop a detailed schedule.

Once all permits and approvals are obtained, Hennessy will provide a Guaranteed Maximum Price (“GMP”) Proposal to fabricate, deliver and install the tensile membrane fabric. The GMP will be presented to City Council for acceptance prior to commencement of fabrication.

The Engineering and Capital Improvements Department recommends for award of preconstruction phase services:

Hennessy Construction Services, Corp. \$1,450,272

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute a design-build agreement between the City of St. Petersburg, Florida and Hennessy Construction Services Corp (“Hennessy”) for Hennessy to provide preconstruction phase and construction phase services for the Tropicana Field Emergency Roof Replacement Project; approving payment to Hennessy for preconstruction services to include the drawing of plans for the roof replacement at Tropicana Field in an amount not to exceed \$1,450,272; providing that future payments to Hennessy for services under the design-build agreement requires City Council approval; approving a transfer in the amount of \$1,161,272 from the

Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001); approving a transfer in the amount of \$289,000 from the General Fund (0001) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$1,450,272 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927) for preconstruction services to be provided by Hennessy; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a transfer in the amount of \$1,161,272 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001), a transfer in the amount of \$289,000 from the General Fund (0001) to the General Capital Improvement Fund (3001), and a supplemental appropriation in the amount of \$1,450,272 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927).

ATTACHMENTS: Design Build Proposal – Preconstruction Phase Services
Resolution

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A DESIGN-BUILD AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND HENNESSY CONSTRUCTION SERVICES CORP (“HENNESSY”) FOR HENNESSY TO PROVIDE PRECONSTRUCTION PHASE AND CONSTRUCTION PHASE SERVICES FOR THE TROPICANA FIELD EMERGENCY ROOF REPLACEMENT PROJECT; APPROVING PAYMENT TO HENNESSY FOR PRECONSTRUCTION SERVICES TO INCLUDE THE DRAWING OF PLANS FOR THE ROOF REPLACEMENT AT TROPICANA FIELD IN AN AMOUNT NOT TO EXCEED \$1,450,272; PROVIDING THAT FUTURE PAYMENTS TO HENNESSY FOR SERVICES UNDER THE DESIGN-BUILD AGREEMENT REQUIRES CITY COUNCIL APPROVAL; APPROVING A TRANSFER IN THE AMOUNT OF \$1,161,272 FROM THE PRO SPORTS FACILITY FUND (1051) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A TRANSFER IN THE AMOUNT OF \$289,000 FROM THE GENERAL FUND (0001) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$1,450,272 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFERS, TO THE TROPICANA FIELD EMERGENCY ROOF REPLACEMENT – MILTON PROJECT (20927) FOR PRECONSTRUCTION SERVICES TO BE PROVIDED BY HENNESSY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tropicana Field sustained significant roof damage as a result of Hurricane Milton and now needs to be replaced; and

WHEREAS, section 287.055(9), Florida Statutes, allows for the City to enter into a design-build agreement in the case of a public emergency where the agency head (i.e., the Mayor) declares an emergency and authorizes negotiation with the best qualified design-build firm available at the time; and

WHEREAS, on September 24, 2024, pursuant to Florida Statutes section 252.38(3)(a)5 and City Code section 2-425(c), the Mayor issued executive order 2024-01 to declare a state of local emergency within the municipal boundaries of the City due to Hurricane Helene (as extended or expanded from time-to-time, the “Emergency”); and

WHEREAS, on October 5, 2024, the Mayor issued executive order 2024-04 to

extend the Emergency and expand its scope to include Hurricane Milton; and

WHEREAS, the Emergency remains in effect at this time; and

WHEREAS, the Mayor has authorized negotiations with Hennessy Construction Services Corp (“Hennessy”), which is the best qualified design-firm available for the Tropicana Field Emergency Roof Replacement Project; and

WHEREAS, funding for preconstruction services to be provided by Hennessy will be available after the budgetary action in this Resolution; 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 design-build agreement between the City of St. Petersburg, Florida and Hennessy Construction Services Corp (“Hennessy”) for Hennessy to provide preconstruction phase and construction phase services for the Tropicana Field Emergency Roof Replacement Project.

BE IT FURTHER RESOLVED that payment to Hennessy for preconstruction services to include the drawing of plans for the roof replacement at Tropicana Field in an amount not to exceed \$1,450,272 is hereby approved.

BE IT FURTHER RESOLVED that future payment to Hennessy for services under the design-build agreement requires City Council approval.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY25 from the unappropriated balance of the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001):

<u>Pro Sports Facility Fund (1051)</u>	
Transfer to: General Capital Improvement Fund (3001)	\$1,161,272

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY25 from the unappropriated balance of the General Fund (1051) to the General Capital Improvement Fund (3001):

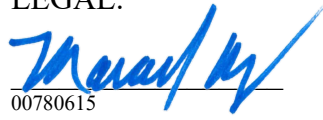
<u>General Fund (0001)</u>	
Transfer to: General Capital Improvement Fund (3001)	\$289,000

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfers, for fiscal year 2025:

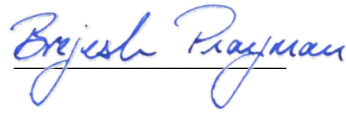
<u>General Capital Improvement Fund (3001)</u>	
Tropicana Field Emergency Roof Replacement – Milton Project (20927)	\$1,450,272

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00780615

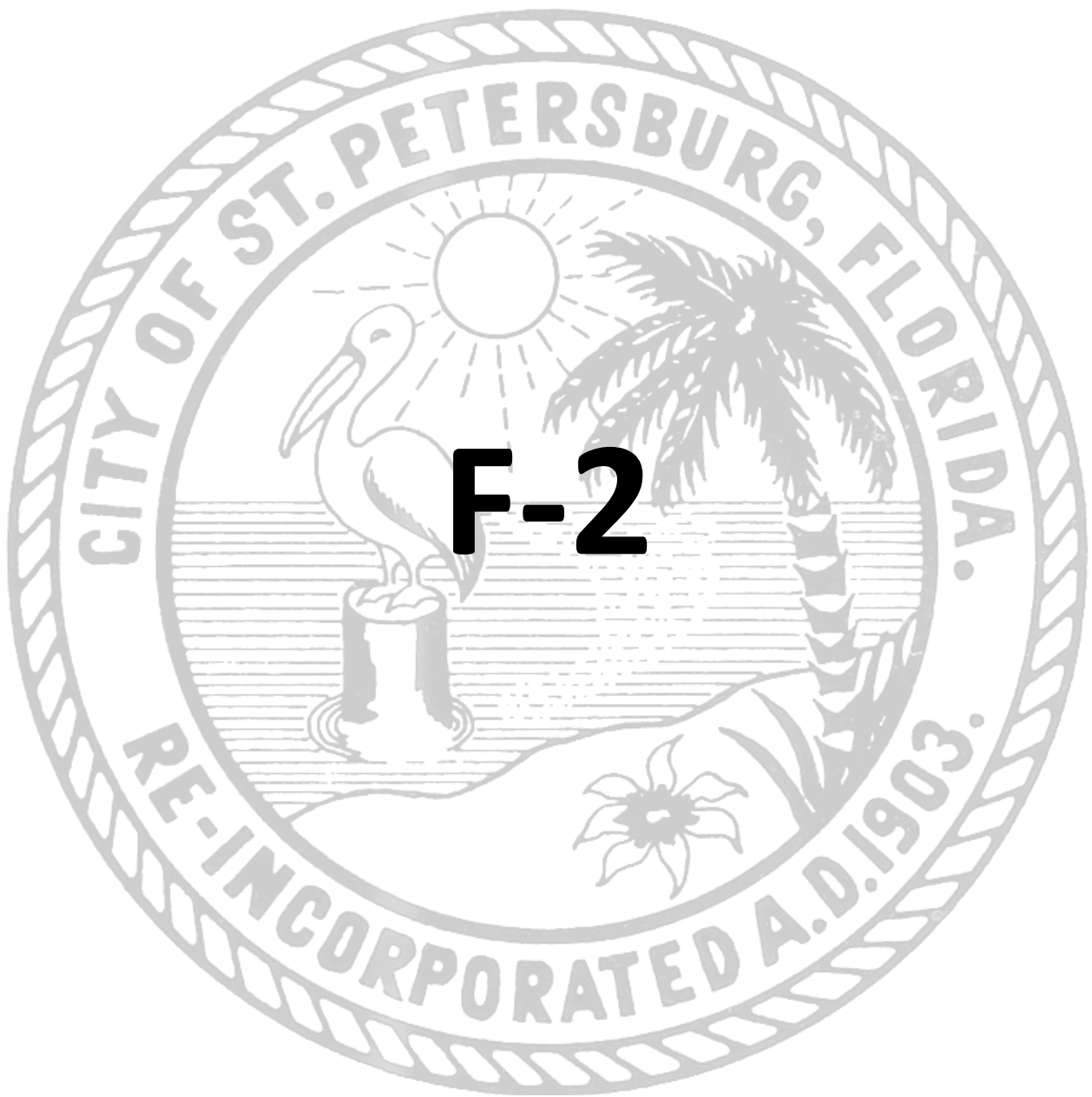
DEPARTMENT:



BUDGET:



The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute an architect/engineering agreement between the City of St. Petersburg, Florida and Associated Space Design, Inc. ("A/E") for A/E to develop plans for the repairs of damages (excluding roof repairs) to Tropicana Field caused by Hurricane Milton in an amount not to exceed \$206,000; providing that future payments to A/E for additional professional services under the architect/engineering agreement requires City Council approval; approving a transfer in the amount of \$206,000 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$206,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927) for the professional services provided by A/E; and providing an effective date. Please scroll down to view the backup material.



F-2

ST. PETERSBURG CITY COUNCIL

Report

Meeting of December 12, 2024

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute an architect/engineering agreement between the City of St. Petersburg, Florida and Associated Space Design, Inc. (“A/E”) for A/E to develop plans for the repairs of damages (excluding roof repairs) to Tropicana Field caused by Hurricane Milton in an amount not to exceed \$206,000; providing that future payments to A/E for additional professional services under the architect/engineering agreement requires City Council approval; approving a transfer in the amount of \$206,000 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$206,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927) for the professional services provided by A/E; and providing an effective date.

EXPLANATION: On November 11, 2024, the City received the Hurricane Milton Damage Assessment from Hennessy Construction. The report includes detailed damage assessments by experts in the fields of structural engineering (specifically tensioned fabric roof systems), metal panel building enclosures, electrical systems, mechanical HVAC and plumbing systems, and fire protection systems.

ASD will provide a more in-depth assessment of the damages caused by Hurricane Milton. Based on their review of the conditions and a determination of the scope of the repairs, ASD shall develop the architectural, mechanical, electrical and plumbing design and construction documents for the repairs. The documents shall be signed and sealed for obtaining permits and comprise the scope of work for bidding purposes.

Construction costs for the improvements will be provided to Council for approval as a separate Agreement with a Construction Manager. Construction Administration services required by ASD will be authorized under a future Amendment.

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to an architect/engineering agreement between the City of St. Petersburg, Florida and Associated Space Design, Inc. (“A/E”) for A/E to develop plans for the repairs of damages (excluding roof repairs) to Tropicana Field caused by Hurricane Milton in an amount not to exceed \$206,000; providing that future payments to A/E for additional professional services under the architect/engineering agreement requires City Council approval; approving a transfer in the amount of \$206,000 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001); approving a supplemental appropriation in the amount of \$206,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927) for the professional services provided by A/E; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a transfer in the amount of \$206,000 from the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001) and a supplemental appropriation in the amount of \$206,000 from the increase

in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, to the Tropicana Field Emergency Roof Replacement - Milton Project (20927).

ATTACHMENTS: Resolution
 Proposal

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ASSOCIATED SPACE DESIGN, INC. (“A/E”) FOR A/E TO DEVELOP PLANS FOR THE REPAIRS OF DAMAGES (EXCLUDING ROOF REPAIRS) TO TROPICANA FIELD CAUSED BY HURRICANE MILTON IN AN AMOUNT NOT TO EXCEED \$206,000; PROVIDING THAT FUTURE PAYMENTS TO A/E FOR ADDITIONAL PROFESSIONAL SERVICES UNDER THE ARCHITECT/ENGINEERING AGREEMENT REQUIRES CITY COUNCIL APPROVAL; APPROVING A TRANSFER IN THE AMOUNT OF \$206,000 FROM THE PRO SPORTS FACILITY FUND (1051) TO THE GENERAL CAPITAL IMPROVEMENT FUND (3001); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$206,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE TRANSFER, TO THE TROPICANA FIELD EMERGENCY ROOF REPLACEMENT – MILTON PROJECT (20927) FOR THE PROFESSIONAL SERVICES PROVIDED BY A/E; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tropicana Field sustained significant damage as a result of Hurricane Milton and repairs are needed; and

WHEREAS, section 287.055(3), Florida Statutes, allows the City to procure professional services without a public announcement and compliance with the qualification procedures in the case of a public emergency certified by the agency head (i.e., the Mayor); and

WHEREAS, on September 24, 2024, pursuant to Florida Statutes section 252.38(3)(a)5 and City Code section 2-425(c), the Mayor issued executive order 2024-01 to declare a state of local emergency within the municipal boundaries of the City due to Hurricane Helene (as extended or expanded from time-to-time, the “Emergency”); and

WHEREAS, on October 5, 2024, the Mayor issued executive order 2024-04 to extend the Emergency and expand its scope to include Hurricane Milton; and

WHEREAS, the Emergency remains in effect at this time; and

WHEREAS, the Mayor has certified the Emergency and Administration desires to enter into an architect/engineering agreement with Associated Space Design, Inc. (A/E) for A/E to develop plans for the repairs of damages (excluding roof repairs) to Tropicana Field caused by Hurricane Milton in an amount not to exceed \$206,000; and

WHEREAS, funding for the professional services to be provided by A/E will be available after the budgetary action in this Resolution; 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 an architect/engineering agreement between the City of St. Petersburg, Florida and Associated Space Design, Inc. (A/E) for A/E to develop plans for the repairs of damages (excluding roof repairs) to Tropicana Field caused by Hurricane Milton in an amount not to exceed \$206,000.

BE IT FURTHER RESOLVED that future payment to A/E for additional professional services under the architect/engineering agreement requires City Council approval.

BE IT FURTHER RESOLVED that there is hereby approved the following transfer for FY25 from the unappropriated balance of the Pro Sports Facility Fund (1051) to the General Capital Improvement Fund (3001):

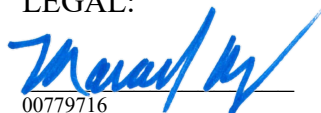
<u>Pro Sports Facility Fund (1051)</u>	
Transfer to: General Capital Improvement Fund (3001)	\$206,000

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above transfer, for fiscal year 2025:

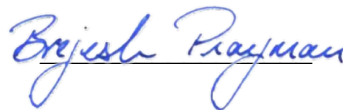
<u>General Capital Improvement Fund (3001)</u>	
Tropicana Field Emergency Roof Replacement – Milton Project (20927)	\$206,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00779716

DEPARTMENT:



BUDGET:



November 25, 2024

Raul Quintana, AIA, LEED ® AP
 City Architect
 Engineering & Capital Improvements Department
 City of St. Petersburg
 P. O. Box 2842
 St. Petersburg, FL 33731-2842
jose.quintana@stpete.org

**Re: Proposal for Professional Services
 Tropicana Field – Development of Plans for Damage Replacement**

Raul,

ASD|SKY is pleased to have the opportunity to submit this proposal for professional services for Tropicana Field development of plans for damage replacement. Based on our discussions and walk through at Tropicana Field on 11.25.2024, we understand the scope to be the following:

1. Development of plans for Tropicana Field focused on areas damaged by Hurricane Milton.
 - This work includes the development of a BIM model to efficiently produce design documents. This work will include the scanning of the building to assist in developing the model.
2. Review and Development of design documents for all repairs needed. Upon the conclusion of the BIM model development, the design team will work closely with the Construction Manager (Hennesey/AECOM-Hunt) to document all repairs and work needed to ensure all elements are properly documented. This process will also determine what scopes may require to be permitted. It is anticipated that some elements of this work will be required to go through the permitting process.
3. Development of Permit Documents for scopes of work requiring permit.
4. Construction Administration throughout the duration of this work.

It is anticipated that these scopes could change, and flexibility is required throughout the process. There is an urgency to begin scope immediately and work will begin with Task 1 which is the development of a BIM model for ease of efficiency in production. As discussed with the city, we propose utilizing a consultant in this process, **BuildingPoint**. This group is a construction technology company specializing in scanning services. They have assisted **ASD|SKY** previously on the development of a BIM model for the Tampa Convention Center where ASD provided approximately \$25 million of renovation design services. We have had scope discussions with this group, and they are prepared to begin their work on notice to proceed. Their scanning efforts will take approximately one week to gather required data and an additional week to process the data so the design team can efficiently develop a BIM model of Tropicana Field. **ASD|SKY** will then utilize Revit (BIM 360) to produce all required documents. Throughout the BIM model development there may also be the need to go back into the facility and capture areas that may have been missed. Please note this work does not include the roof replacement. That is being handled separately. Additional scope descriptions are outlined below.

SCOPE OF SERVICES

PHASE 1 DEVELOPMENT OF PLANS AND PERMITTING

Task 1 Development of Plans for Tropicana Field

- **ASD|SKY** will develop a BIM 360 model of Tropicana Field focused on the areas requiring repair work. This task will include the services of a construction technology company, **BuildingPoint**, who will provide scanning services for the development of the BIM model. This

service will allow our architects to efficiently and accurately develop the required plans needed to document all repair work.

Task 2 Review and Development of Design Documents for all Repairs Needed

- As described above, toward the conclusion of the BIM model, **ASD|SKY** as well as our proposed **MEP engineer, Kimley Horn** will carefully review all repair work required with the City and Construction Manager. This process will provide understanding for all team members how all elements of scope will be documented. This task will also provide understanding for what repairs and or fixes may require a building permit for submittal to the City of St. Petersburg Building Department.

Task 3 Development of Permit Documents

- Upon understanding of the scope that must be permitted, **ASD|SKY** will develop design document sets for permit submittal. This work will include any MEP work necessary for documentation. **ASD|SKY** will assist in the process of receiving the required building permits and at the conclusion of this process will provide a conformed set of documents that illustrate the repair work as well as the permitted requirements.

PHASE 2 CONSTRUCTION ADMINISTRATION SERVICES

Task 4 Construction Administration and Continued Coordination

- **ASD|SKY** will assist the City throughout the construction process and will provide periodic reviews as well consistent observation and assistance on an on call basis.

SCHEDULE

PHASE 1 DEVELOPMENT OF PLANS AND PERMITTING 26 Weeks

Task 1 Development of Plans for Tropicana Field 8 Weeks
Note 2 weeks of Holiday

Task 2 Review and Development of Design Documents 5 Weeks
Note overlap of Task 1 and Task 2 in January

Task 3 Development of Permit Documents 5 Weeks
Note overlap of Task 2 and Task 3 in February
Permitting 8 Weeks

PHASE 2 CONSTRUCTION ADMINISTRATION SERVICES 36 Weeks

Task 4 Construction Administration and Coordination Anticipated Duration Above
Includes Observation and On Call Services

COMPENSATION

PHASE 1 DEVELOPMENT OF PLANS AND PERMITTING \$206,000.00

Task 1 Development of Plans for Tropicana Field \$85,000.00
Includes \$30,000 Scanning Services Building Point

Task 2 Review and Development of Design Documents Includes \$10,000 Kimley Horn MEP Engineering	\$57,000.00
Task 3 Development of Permit Documents Includes \$17,000 Kimley Horn MEP Engineering	\$64,000.00
PHASE 2 CONSTRUCTION ADMINISTRATION SERVICES	\$53,000.00
Task 4 Construction Administration and Coordination Includes \$3,000 Kimley Horn MEP Engineering	Anticipated fee above

TERMS AND CONDITIONS

This proposal letter will become an exhibit to a contract document between the City of St. Petersburg and ASD|SKY. Upon approval of this proposal ASD|SKY and the City will finalize a contract within 30 days. Authorization of this letter may act as notice to proceed. Please note that the scope for this project may change and it has been understood by all parties that re-negotiation may be required as scope is further defined in the design and documentation process.

AUTHORIZATION

Please provide written authorization below as acceptance of this proposal letter and we will consider this our notice to proceed.

The City of St. Petersburg

Date

We hope the above meets with your approval and as always, we look forward to assisting the City of St. Petersburg in any way we can. Please let me know if you have any questions or need additional information.

Sincerely
ASD|SKY

John Curran AIA
Principal | Vice President
Principal in Charge and Project Manager

Cc: Rob Denton
Debbie Hooper




Approved

! Important

12/12 Council - ASD - Trop Roof - Award

▼ Attachments



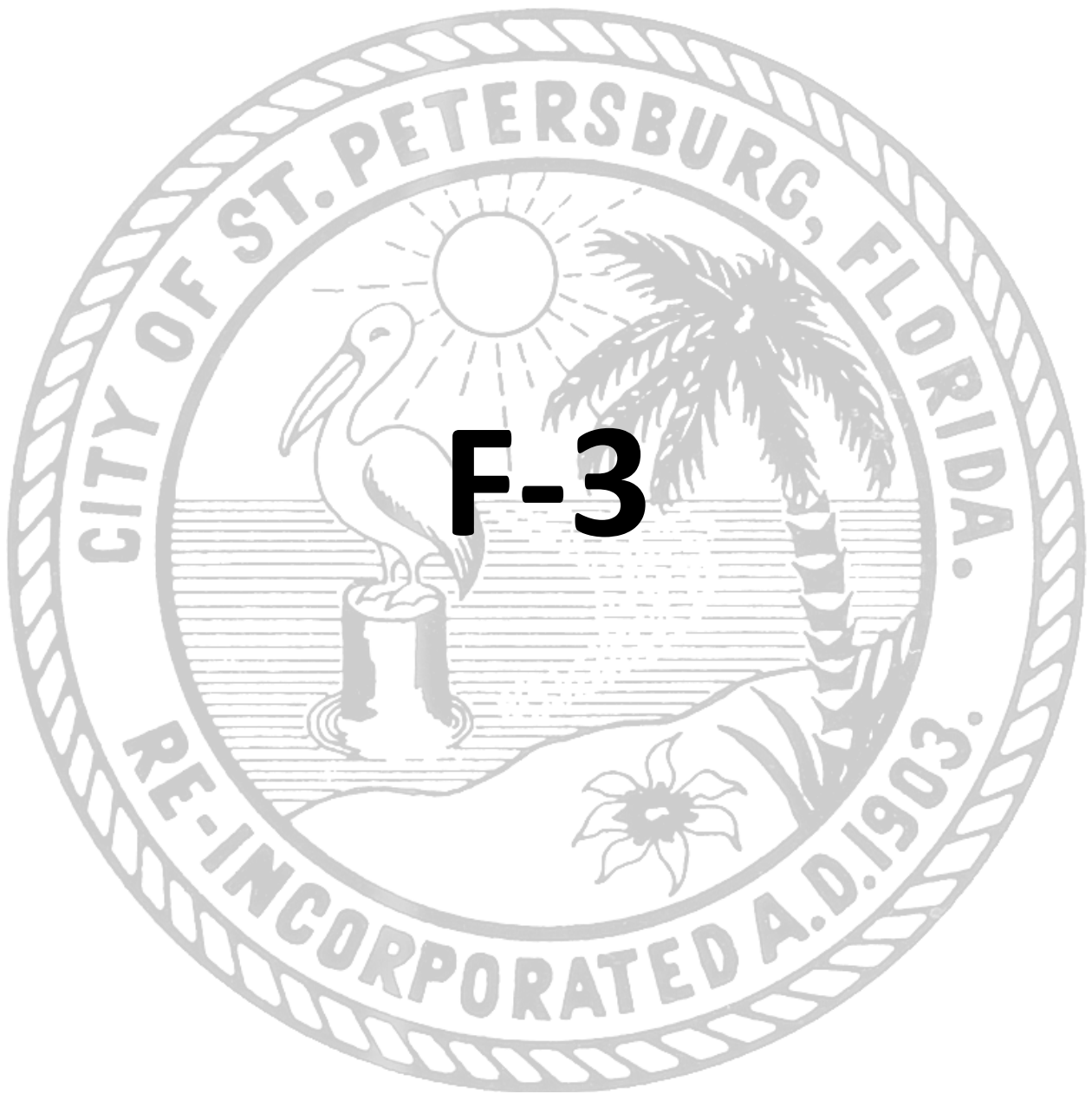
ASD - Trop Roof - Award - Final

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

CT	Step 3: Approved by Claude Tankersley	11/26/2024 4:03:35 PM
EM	Step 2: Approved by Elizabeth M. Makofske	11/26/2024 4:03:26 PM
BP	Step 1: Approved by Brejesh Prayman	11/26/2024 3:41:26 PM
SJ	Requested by Sarah B. Johnson	11/26/2024 3:40:55 PM

The following page(s) contain the backup material for Agenda Item: A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) “Affordable Single-Family Residential Façade Improvement Program”, increasing the maximum award of assistance to homeowners to \$15,000; expand the list of eligible projects; clarify program procedures; and finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA’s “Affordable Single-Family Residential Façade Improvement Program”; and providing an effective date. Please scroll down to view the backup material.



F-3

ST. PETERSBURG CITY COUNCIL

Meeting of December 12th, 2024

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

SUBJECT: A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) “Affordable Single-Family Residential Façade Improvement Program”, increasing the maximum award of assistance to homeowners to \$15,000; expand the list of eligible projects; clarify program procedures; and finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA’s “Affordable Single-Family Residential Façade Improvement Program”; and providing an effective date.

Request

City Administration recommends that the City Council take the following actions:

- **APPROVE** an increase of the maximum award of assistance to homeowners from \$10,000 to \$15,000.
- Clarify program procedures and eligibility requirements; and expand on how applications will be prioritized if demand exceeds available funding for the program.
- Expand the list of eligible projects to include (1) repair, replacement, and addition of exterior lighting for safety, (2) sidewalk and driveway repair for health and safety, and (3) repair or replacement of awnings and gutters.
- **FIND** that the expenditure of TIF funds for the proposed is consistent with both the intent of the South St. Petersburg Community Redevelopment Plan and the CRA’s “Affordable Single-Family Residential Facade Improvement Program”.

Background on South St. Petersburg CRA TIF Programs

The St. Petersburg City Council approved a Community Redevelopment Plan (Plan) for the South St. Petersburg Community Redevelopment Area (CRA) on May 21, 2015. This plan also created a tax increment financing district and redevelopment trust fund for the entire 7.4-square-mile area of South St. Petersburg CRA (Ord. #169-H). One of the primary goals of the South St. Petersburg Plan is to utilize the revenues generated from the South St. Petersburg tax increment financing district to provide direct support for private investment in the redevelopment of residential and non-residential properties. This assistance will be provided through grants, loans, property tax abatements, or other financing options, which will help attract capital from various sources.

Before funding projects and programs within the South St. Petersburg CRA with tax increment revenue, the Plan requires administrative procedures to be prepared for each tax increment financing program. The South St. Petersburg Citizen Advisory Committee and the St. Petersburg Community Redevelopment Agency shall review and make recommendations on these programs to the City Council before approval. In addition, Pinellas County staff must review and comment on programs that contemplate the use of Pinellas County tax increment revenue.

Affordable Single-Family Residential Façade Improvement Program Description

The City Council approved six new programs and eight amendments to existing TIF programs on December 6, 2018, to finance investments in the Community Redevelopment Area (CRA). The Housing and Community Development Department of the City currently oversees direct financial assistance programs that are funded by the CRA, which supports affordable homeownership for income-eligible households in the South St. Petersburg community. The **"Affordable Single-Family Residential Façade Improvement Program"** provides CRA funding to income-eligible owner-occupants of single-family homes to upgrade and refresh the exterior of their properties to provide a positive visual impact on the neighborhood and encourage surrounding property owners to maintain their properties. For this program, "income-eligible" is defined as households whose income is 80 percent and below the area median income (AMI).

Recommendation

City Administration recommends approving amendments to the South St. Petersburg CRA "Affordable Single Family Residential Façade Improvement Program".

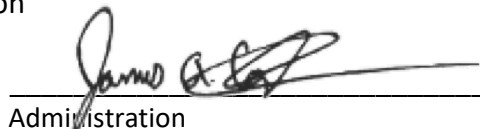
Cost/Funding/Assessment Information

The action in this council item does not have any budgetary impact or costs associated with it. Any future changes in the funding to the programs will be brought forward for council approval.

ATTACHMENTS: Resolution
 Exhibit 1-Program Description



Budget

 BC

Administration

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING AMENDMENTS TO THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA “AFFORDABLE SINGLE-FAMILY RESIDENTIAL FAÇADE IMPROVEMENT PROGRAM” TO INCREASE THE FUNDING MAXIMUM FROM \$10,000 TO \$15,000, EXPAND THE LIST OF ELIGIBLE PROJECTS, AND CLARIFY PROGRAM PROCEDURES (**SEE ATTACHED EXHIBIT 2**); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg City Council approved a Community Redevelopment Plan (“Plan”) for the South St. Petersburg Community Redevelopment Area (“CRA”) on May 21, 2015 (Ord. #169-H), which included establishment of a tax increment financing district and redevelopment trust fund for the entire 7.4-sq.mi. South St. Petersburg CRA; and

WHEREAS, a major strategy of the Plan is to direct the vast majority of revenues generated from the South St. Petersburg tax increment financing district to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, property tax abatements or other vehicles that help leverage capital from diverse sources; and

WHEREAS, on December 6, 2018, City Council approved the Affordable Single-Family Residential Façade Improvement Program via Resolution 2018-613, which provides CRA funding to income-eligible owner-occupants of single-family homes to upgrade and refresh the exterior of their properties to provide a positive visual impact on the neighborhood and encourage surrounding property owners to maintain their properties; and

WHEREAS, the Affordable Single-Family Residential Façade Improvement Program is limited to households whose income is 80% and below the area median household income; and

WHEREAS, on March 24, 2022, City Council approved amendments to the Affordable Single-Family Residential Façade Improvement Program via Resolution 2022-146 to increase the funding maximum from \$8,000 to \$10,000, allow improvements to detached secondary and accessory dwelling units, allow funding for improvements to all elevations instead of limiting funding to improvements on the principal elevation, and allow City Administration to administratively amend Attachment 1 of Exhibit 1 related to income limits on households for the program to account for annual revisions made to these limits by the Florida Housing Finance Corporation; and

WHEREAS, Administration desires to increase the current maximum award of \$10,000 to \$15,000 to cover increased costs and additional work to address the needs of eligible residents; to expand eligible projects to include (1) repair, replacement, and addition of exterior lighting for safety, (2) sidewalk and driveway repair for health and safety, and (3) repair or replacement of awnings and gutters; and to clarify program procedures, including prioritization of certain applications in the event demand exceeds available funding for the program; and

WHEREAS, on December 3, 2024, the Citizens Advisory Committee for the South St. Petersburg CRA made recommendations regarding these proposed amendments to the South St. Petersburg Community Redevelopment Area “Affordable Single-Family Residential Façade Improvement Program,” which contribute to the implementation of the Plan; and

WHEREAS, on December 12, 2024, the Community Redevelopment Agency approved these proposed amendments to the South St. Petersburg Community Redevelopment Area “Affordable Single-Family Residential Façade Improvement Program,” which contribute to the implementation of the Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, that amendments to the South St. Petersburg Community Redevelopment Area “Affordable Single-Family Residential Façade Improvement Program” to increase the funding maximum from \$10,000 to \$15,000, expand the list of eligible projects, and clarify program procedures, is hereby approved (see attached **Exhibit 2**).

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00778231

DEPARTMENT:

 BC

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

I Description and Purpose

The **Affordable Single-Family Residential Façade Improvement Grant Program** provides CRA funding to income-eligible owner-occupants of single-family homes to upgrade and refresh the exterior of their properties to provide a positive visual impact on the neighborhood and encourage surrounding property owners to maintain their properties. For the purposes of this program, "income-eligible" is defined as households whose income is 80 percent and below the area median income (AMI). The maximum income levels for this program are based on the Florida Housing Finance Corporation's SHIP Program, which are annually adjusted and can be found at:

https://www.stpete.org/residents/housing/income_limits.php ~~(see attachment)~~.

II Consistency with the South St. Petersburg Redevelopment Plan

The South St. Petersburg Community Redevelopment Plan (CRP) recognizes that successful revitalization programs improve the investment climate of a neighborhood by removing blight, enhancing its image and leveraging the efforts of citizens and nonprofit organizations to accomplish these ends. The **Single-Family Residential Façade Improvement Grant Program** is consistent with the intent of the South St. Petersburg CRP by creating "an incentive program that will provide façade improvement grants or loans to residential property owners." The CRP also encourages upgrades to the exteriors of properties along commercial corridors and calls for the City to develop incentive programs to serve this end. Among other programs designed to implement this strategy, the Redevelopment Program and Funding identifies a program providing small grants to property owners that paint their property.

III Type and Amount of Award; Eligibility Requirements

An applicant may receive a grant from the City of St. Petersburg up to ~~\$10,000~~ \$15,000 if the household income is at 80 percent AMI or less as defined by the Federal Housing and Urban Development Department and the Florida Housing Finance Corporation for the Tampa-Clearwater- St. Petersburg geographic area. To be eligible for this program, the applicant must be an income-eligible homesteader and have lived in the property for at least one year and will maintain occupancy for one year after the completion of the work.

Applicants meeting any of the following disqualifying criteria are ineligible for funding:

- a. Code enforcement liens over \$2,500

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

- b. Special assessment liens over \$500
- c. Pending judgment or foreclosure
- d. Felony conviction for financial mismanagement within the last five years
- e. Mortgage payments three months in arrears
- f. Unpaid property taxes
- g. Unpaid property insurance, unless owner has satisfied mortgage

IV Funding Source

The City of St. Petersburg may allocate funding annually from its TIF contributions to the South St. Petersburg CRA Redevelopment Trust Fund to support the **Single-Family Residential Façade Improvement Grant Program**. The funding amount will be determined annually by St. Petersburg City Council and by budget amendment if necessary.

V Eligible Projects

The **Single-Family Residential Façade Improvement Grant Program** is available to fund exterior improvements to owner-occupied single-family housing in the South St. Petersburg CRA.

1. **Eligible Improvements**
 - a. Exterior painting of all exterior elevations on residence as well as their cleaning and preparation for painting.
 - b. Repair siding of exterior walls on all elevations.
 - c. Masonry and/or stucco repair and replacement on all elevations.
 - d. Installation, replacement or repair of existing awnings or shutters on all elevations.
 - e. Repairing/replacing doors and window panes on all elevations ~~(s) of residence.~~
 - f. Repairing or reconstructing front porches and/or stoops.
 - g. Remedying exterior code enforcement violations on all elevations.
 - h. Repair or replace existing fencing on all elevations.
 - ~~• Repair or replace existing fencing on all elevations.~~
 - i. Constructing or repairing accessibility ramps.
 - j. Repair, replace, or add exterior lighting for safety.
 - k. Sidewalk and driveway repair for health and safety.
 - l. Repair or replace awnings and gutters.
 - m. Any improvements listed above are allowed on detached secondary

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

or accessory buildings that are in conjunction with improvements being made to the main residence.

2. Ineligible Improvements

- a. Installation of aluminum or vinyl siding where not previously existing, unless needed to encapsulate lead paint or asbestos siding the removal of which may make the project exceed available funding.
- b. Painting unpainted masonry.
- c. Work performed by an unlicensed contractor where a contractor is required.
- d. New porch enclosures.
- e. Permitting and development review fees.
- f. Improvements in progress or performed prior to approval of the grant application.
- g. Constructing new heated/cooled living space.
- h. Reducing or enclosing existing window openings on elevation(s) of residence.
- i. Improvements to buildings constructed within the last 5 years.
- j. Equipment, mechanical and HVAC systems.
- k. Security systems (including metal roll down gates, window bars, cameras).
- l. Any interior work.
- m. Routine maintenance such as ramp maintenance, cleaning walls, or patching holes.

VI Submission Procedures, Requirements and Review Process

Applications for the **Single-Family Residential Façade Improvement Grant Program** are accepted throughout the year on a first-come, first-served basis while funding is available; provided, however, that in the event of limited funding, remaining applications will be prioritized in accordance with Section VII. ~~with the f~~ Final award decision ~~will be made by a committee comprised of~~ after staff from the Housing and Community Development department and Economic and Workforce Development departments review complete applications for eligibility. ~~They are~~ Applications may be submitted to Housing and Community Development via the Neighborly portal at <https://portal.neighborlysoftware.com/STPETERSBURGFL/Participant> —or using a paper application that is to be submitted in an 8"x10" envelope or larger with the project's name and location and the applicant's name and address. ~~Applications must~~ Paper applications should be submitted addressed to the Economic Housing and Workforce Community Development Department (or successor department) on

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

the 9th Floor of the Municipal Service Building, which is located at 1 Fourth Street North, St. Petersburg, Florida, 33701.

For more information regarding the program or to obtain a paper application, please ~~contact~~

George B. Smith

~~Economic Development Coordinator~~ call 727-892-5554 ~~5210~~

~~George.smith@stpete.org~~ The applications

Each application, whether submitted via the Neighborly portal or using a paper application, must include the following:¹

- a. Completed and signed application form
- b. Documentation of property ownership and homestead exemption.
- c. The property owner will be required to sign the Grant Agreement to assume responsibility to maintain occupancy and homestead exemption for one year after the completion of the project.
- d. Confirmation that mortgage, property insurance and property tax payments are current and in good standing.
- e. Legal description of project site
- f. Digital photographs of existing conditions of the project site
- g. Written description of project improvements
- h. Sketches or conceptual drawings of improvements that will be funded by the ~~Grant~~ grant.
- i. Valid documentation for homeowner income verification:
 - Copies of the two most current pay stubs
 - One copy of the most recent checking and savings accounts
 - A verification of deposits may be needed to explain deposits into accounts over \$100.
- j. Any other information or documentation requested by the City to determine the applicant's eligibility in accordance with the program guidelines.

Failure to provide the above information will delay the review and approval process.

¹ City Administration may waive certain submittal requirements if they are unnecessary or irrelevant to the work for which the grant is being requested.

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

~~Note: applicants meeting any of the following disqualifying criteria may be ineligible for funding:~~

- ~~h. Code enforcement liens over \$2,500~~
- ~~i. Special assessment liens over \$500~~
- ~~j. Pending judgment or foreclosure~~
- ~~k. Felony conviction for financial mismanagement within the last five years~~
- ~~l. Mortgage payments three months in arrears~~
- ~~m. Unpaid property taxes~~
- ~~n. Unpaid property insurance, unless owner has satisfied mortgage~~

~~The Affordable Single-Family Residential Façade Improvement Program is funded through the South St. Petersburg CRA Redevelopment Trust Fund and funding levels are approved annually. City Administration will prioritize applications when demand exceeds funding based on income levels and type (salary or fixed) if the resident is a disabled and/or elderly person as well as the geographic location of the application. For instance, to stimulate renovation activity or build upon existing activity, City Administration may focus funding awards on neighborhoods or even city blocks.~~

VII Prioritization

In the event the applications submitted exceed available funding, applications will be prioritized based on the following (listed in order of priority, highest to lowest):

- a. Active need for repair (leak, electrical concern, or safety hazard)
- b. Code violation or insurance concern
- c. Whether the resident is a disabled and/or elderly person
- d. Income levels and type (salary or fixed)

VIII Compliance Requirements for Approved Projects

Awardees must sign a Grant Agreement with the ~~Mayor or designee~~ City which specifies their obligations and rights upon issuance of the ~~Grant~~ grant, which will include:

- a. The recipient of the Affordable Single-Family Residential Improvement ~~Grant~~ grant ~~must have owned and occupied the unit as their primary homestead for a term no less than one year prior to applying for the "Grant" and~~ must continue to maintain occupancy within the homestead unit for no less than one year after the completion of the façade improvement.

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

- b. ~~The owner(s) of the unit, designated as recipients of the Affordable Single-Family Residential Improvement Grant may receive such funds provided that the total income of all household members, residing within the unit, not exceed 80% of the Area Median Income (AMI) as defined by the Federal Housing and Urban Development Department and the Florida Housing Finance Corporation for the Tampa-Clearwater-St. Petersburg geographic area. The owner(s) shall hereby must grant permission to allow for City staff to enter onto the property to create the Scope of Work to be completed on the façade of the unit and to inspect the progress of the work through completion. The owner(s) must also grant permission for A-a general contractor and its sub-contractors shall also be granted permission to enter onto the property as necessary to perform the work.~~

IX Administration and Enforcement

This program will be administered by the Housing and Community Development (HCD) Department in accordance with the City's underwriting guidelines, which are updated annually at a minimum and may be updated by City Administration from time to time throughout the year. The Economic and Workforce Development (EWD) Department will monitor progress of the projects and financial expenditures through monthly reports prepared by the Housing and Community Development Department.

~~Attachment 1~~

~~2021 Income limits for Affordable Housing Projects~~

Income Limit by Number of Persons in Household

80%

1	\$41,360
2	\$47,280
3	\$53,200
4	\$59,040
5	\$63,840
6	\$68,560
7	\$73,280

Amended TIF Program Dec. 2024

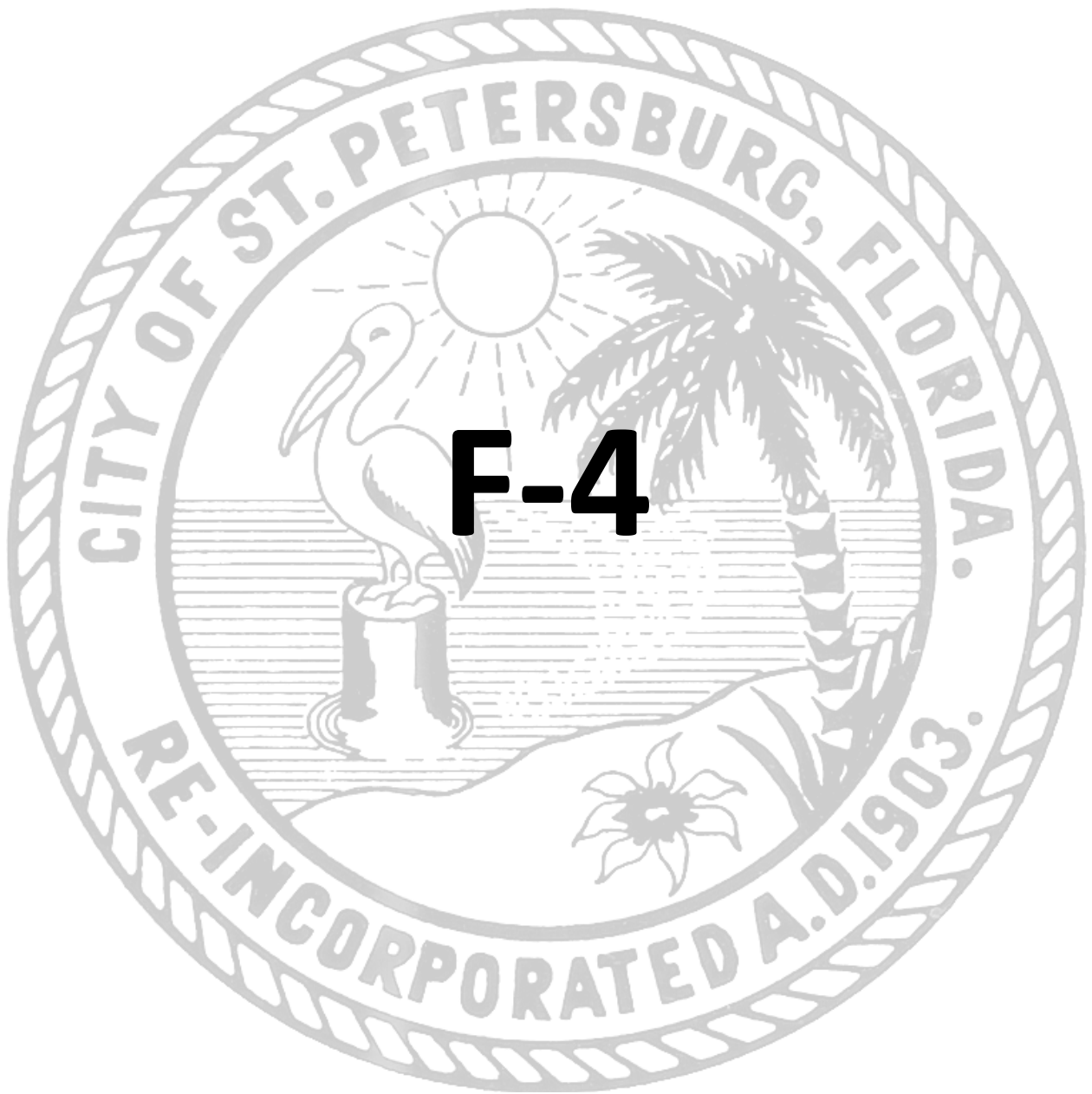
Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

8	\$78,000
9	\$82,656
10	\$87,379

Source: Florida Housing Finance Corporation State Housing Initiatives Partnership (SHIP) Program "2023 Income Limits and Rent Limits" for Pinellas County (May 15, 2023) are based upon figures provided by the United States Department of Housing and Urban Development (HUD). Because income limits are revised annually, City Administration will administratively amend this table each year without requiring approval of a formal program amendment.

<https://www.floridahousing.org/owners-and-managers/compliance/rent-limits>

The following page(s) contain the backup material for Agenda Item: A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) "Property Acquisition and Site Preparation Program", to clarify procedures related to program administration; finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA's "Property Acquisition and Site Preparation Program"; and providing an effective date.
Please scroll down to view the backup material.



F-4

ST. PETERSBURG CITY COUNCIL

Meeting of December 12th, 2024

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

SUBJECT: A Resolution approving amendments to the South St. Petersburg Community Redevelopment Area (CRA) "Property Acquisition and Site Preparation Program", to clarify procedures related to program administration; finding the expenditure of TIF funds for the proposed consistent with the intent of the South St. Petersburg Community Redevelopment Plan and with the CRA's "Property Acquisition and Site Preparation Program"; and providing an effective date.

Request

City Administration recommends that the City Council take the following actions:

- **APPROVE** the following administrative amendments to the "Property Acquisition and Site Preparation Program":
 - Multi-year projects may be approved under this program, subject to annual appropriations.
 - City Administration will review potential properties and projects for funding under this program on a case-by-case basis subject to available funding. Any project proposed to receive funding under this program in an amount exceeding \$100,000 is subject to City Council approval.
- **FIND** that the expenditure of TIF funds for the proposed is consistent with both the intent of the South St. Petersburg Community Redevelopment Plan and the CRA's "Property Acquisition and Site Preparation Program".

Background on Property Acquisition and Site Preparation Program

The City Council approved six new programs and eight amendments to existing TIF programs on December 6, 2018, to finance investments in the Community Redevelopment Area (CRA). The **"Property Acquisition and Site Preparation Program"** utilizes the City of St. Petersburg and Pinellas County TIF revenue contributions for the City to acquire properties and/or consolidate and prepare development sites to promote housing, economic development, and revitalization of the CRA. TIF will also be used to fund costs related to acquisition and preparation such as surveying, appraisals, and environmental reviews. When property acquisition would require the relocation of residents, TIF funding can be used to pay for the costs that are incurred per the City's relocation policy.

The land assembly effort may also involve purchasing tax certificates and other financial instruments, demolition of existing structures, vacating streets, and alleyways, relocating and/or extending associated utilities such as water, sewer, and stormwater facilities, and construction of other public improvements that support the development activities on the site. The City may utilize funding for this program to pay for remediation or mitigation of environmental contamination on properties in its ownership identified by Phase I and/or Phase II environmental studies.

Background on South St. Petersburg CRA TIF Programs

The St. Petersburg City Council approved a Community Redevelopment Plan (Plan) for the South St. Petersburg Community Redevelopment Area (CRA) on May 21, 2015. This plan also created a tax increment financing district and redevelopment trust fund for the entire 7.4-square-mile area of South St. Petersburg CRA (Ord. #169-H). One of the primary goals of the South St. Petersburg Plan is to utilize the revenues generated from the South St. Petersburg tax increment financing district to provide direct support for private investment in the redevelopment of residential and non-residential properties. This assistance will be provided through grants, loans, property tax abatements, or other financing options, which will help attract capital from various sources.

Before funding projects and programs within the South St. Petersburg CRA with tax increment revenue, the Plan requires administrative procedures to be prepared for each tax increment financing program. The South St. Petersburg Citizen Advisory Committee and the St. Petersburg Community Redevelopment Agency shall review and recommend these programs to the City Council before approval. In addition, Pinellas County staff must review and comment on programs that contemplate using Pinellas County tax increment revenue.

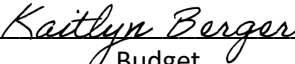
Cost/Funding/Assessment Information

The action in this council item does not have any budgetary impact or costs associated with it. Any future changes in the funding to the programs will be brought forward for council approval.

Recommendation

City Administration recommends approving amendments to the South St. Petersburg CRA "Property Acquisition and Site Preparation Program".

ATTACHMENTS: Resolution
Exhibit 11-Program Description



Budget

 BC

Administration

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVING AMENDMENTS TO THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA “CRA PROPERTY ACQUISITION AND SITE PREPARATION PROGRAM” TO CLARIFY PROCEDURES RELATED TO PROGRAM ADMINISTRATION (**SEE ATTACHED EXHIBIT 11**); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg City Council approved a Community Redevelopment Plan (“Plan”) for the South St. Petersburg Community Redevelopment Area (“CRA”) on May 21, 2015 (Ord. #169-H), which included establishment of a tax increment financing district and redevelopment trust fund for the entire 7.4-sq.mi. South St. Petersburg CRA; and

WHEREAS, a major strategy of the Plan is to direct the vast majority of revenues generated from the South St. Petersburg tax increment financing district to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, property tax abatements or other vehicles that help leverage capital from diverse sources; and

WHEREAS, on February 4, 2016, City Council approved the CRA Property Acquisition and Site Preparation Program via Resolution 2016-47, which provides CRA funding for the City to acquire properties and/or consolidate and prepare development sites within the South St. Petersburg Community Redevelopment Area to promote housing, economic development and revitalization of the CRA to be utilized for the acquisition and preparation; and

WHEREAS, on December 6, 2018, City Council approved amendments to the CRA Property Acquisition and Site Preparation Program via Resolution 2018-613 to (i) specify that funding under this program could be utilized to fund costs related to acquisition and preparation such as surveying, appraisals and environmental reviews, (ii) allow funding under this program to be utilized to pay for the costs that are incurred in accordance with the City’s relocation policy when a property acquisition would require the relocation of residents, (iii) allow for the land assembly efforts to involve purchasing tax certificates and other financial instruments and construction of other public improvements that support the development, and (iv) authorized appropriation of funding for multi-year projects through this program; and

WHEREAS, the Plan requires City Council approve each program’s procedures by resolution; and

WHEREAS, Administration now desires to modify the guidelines to clarify procedures related to program administration; and

WHEREAS, on December 3, 2024, the Citizens Advisory Committee for the South St. Petersburg CRA made recommendations regarding these proposed amendments to the CRA Property Acquisition and Site Preparation Program; and

WHEREAS, on December 12, 2024, the Community Redevelopment Agency approved these proposed amendments to the CRA Property Acquisition and Site Preparation Program, which contribute to the implementation of the Plan.

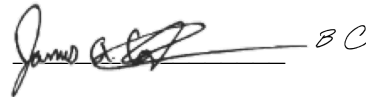
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, that amendments to the South St. Petersburg Community Redevelopment Area “CRA Property Acquisition and Site Preparation Program” to clarify program procedures related to administration of the program (see attached **Exhibit 11**).

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00778235

DEPARTMENT:

 B C

I Description and Purpose

The **CRA Property Acquisition and Site Preparation Program** utilizes City of St. Petersburg and Pinellas County TIF revenue contributions for the City to acquire properties and/or consolidate and prepare development sites within the South St. Petersburg Community Redevelopment Area to promote housing, economic development and revitalization of the CRA. TIF will also be used to fund costs related to acquisition and preparation such as surveying, appraisals and environmental reviews. When property acquisition would require the relocation of residents, TIF funding can be used to pay for the costs that are incurred in accordance with the City's relocation policy.

The land assembly effort may also involve purchasing of tax certificates and other financial instruments, demolition of existing structures, vacating streets, alleyways, relocating and/or extending associated utilities such as water, sewer and stormwater facilities, and construction of other public improvements that support the development activities on the site. The City may utilize funding for this program to pay for remediation or mitigation of environmental contamination on properties in its ownership identified by Phase I and/or Phase II environmental studies.

II Consistency with the South St. Petersburg Redevelopment Plan

Land assembly, consolidation, site preparation and conveyance are essential activities for encouraging residential, commercial and industrial development in the South St. Petersburg CRA. It is one of the core activities identified in the Community Redevelopment Act of 1969 for Florida cities to undertake in revitalizing their communities.

The **CRA Property Acquisition and Preparation Program** is consistent with activities described in the South St. Petersburg Community Redevelopment Plan (CRP). In both its Action Plan as well as Redevelopment Program, the South St. Petersburg CRP identifies acquisition and site preparation as important implementation approaches in the CRA. Under Business Development, the Action Plan calls for promoting business retention, expansion and relocation efforts through acquisition and disposition of land, with priority given to "facilitating the creation of larger holdings suitable for industrial and business use." The same approach is encouraged in Housing and Neighborhood Revitalization to purchase "residential property and convey to housing developers for less than fair value to lower development costs."

The Redevelopment Program and Funding Strategy chapter identifies land assembly and site preparation as an important implementation strategy that will leave the City "well-

Amended TIF Program Dec. 2024

Exhibit 11
CRA Property Acquisition and Site Preparation Program
South St. Petersburg CRA Tax Increment Financing Program

positioned to facilitate new development as well as provide expansion opportunities for local businesses.” To assist in neighborhood revitalization, the City will also be acquiring properties within the CRA, including “nuisance properties whose activities, uses or appearance undermine the revitalization effort, or unforeseen opportunities that may arise which if capitalized on would help spur ongoing redevelopment.” To these ends, the Redevelopment Program calls for the City to use tax increment financing for “assembly and site preparation of property throughout South St. Petersburg to facilitate residential and nonresidential development.”

III Funding Source and Amount

The City of St. Petersburg may allocate funding annually from both City and Pinellas County TIF contributions to support the **CRA Property Acquisition and Preparation Program**. The use of Pinellas County funding to support this program is consistent with the County’s February 6, 2017, policy governing use of its TIF revenue. The funding amount will be determined annually and by budget amendment if necessary. Multi-year projects may be approved under this program, subject to annual appropriations. ~~City Council may appropriate funding out of a future year’s budget to pay for the costs of projects funded through this program.~~

IV Administration

City Administration will review potential properties and projects for funding under this program on a case-by-case basis subject to available funding. Any project proposed to receive funding under this program in an amount exceeding \$100,000 is subject to City Council approval.

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



H-1

COUNCIL COMMITTEE REPORT ACTION ITEM

TO: Members of City Council

DATE: November 27, 2024

COUNCIL DATE: December 12, 2024

RE: September 12, 2024 Housing, Land Use & Transportation Committee
Action Item – Resolution approving the re-appointment of Kimberly
Brown-Williams and Angel Charlton to the St. Petersburg Housing
Authority (SPHA) Board.

ACTION DESIRED:

Respectfully requesting approval of the resolution approving the re-appointment of Kimberly Brown-Williams and Angel Charlton to the St. Petersburg Housing Authority (SPHA) Board.

Council Member Brandi Gabbard
Chair, Housing, Land Use & Transportation

ATTACHMENT:
Proposed Resolution

ST. PETERSBURG CITY COUNCIL
REPORT
(Consent)
Meeting of December 12, 2024

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

SUBJECT: A resolution regarding the mayor's reappointment of Ms. Angel Charlton to the office of Commissioner of the Housing Authority of the City of St. Petersburg, Florida, for third term, running from January 1, 2025, through December 31, 2028.

On November 9, 1937, the City Council of the City of St. Petersburg, Florida (the "City Council"), adopted resolution 155/33 for the purpose of authorizing the Housing Authority of the City of St. Petersburg, Florida (the "Authority") to transact business and exercise its powers within the City of St. Petersburg, Florida. On December 10, 2020, pursuant to City Council resolution 2020-519, City Council approved the Mayor's reappointment of Ms. Charlton for an initial full four-year term running from January 1, 2021, through December 31, 2024.

Ms. Charlton waived the requirement that she appear before a council committee prior to reappointment, approving her reappointment, requesting that a certification of reappointment be filed and recorded.

As per the recommendation of the Housing, Land Use, and Transportation City Council Committee, administration recommends approving Agnel Charlton to the office of Commissioner of the Housing Authority of City of St. Petersburg, Florida for a third term running from January 1, 2025 through December 31, 2028.

Attachments: Resume

APPROVALS:

Administration: Avery Rosnick Slyker

Budget: Lance Stanford

RESOLUTION NO. 2024-_____

A RESOLUTION REGARDING THE MAYOR’S REAPPOINTMENT OF MS. ANGEL CHARLTON TO THE OFFICE OF COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG, FLORIDA, FOR THIRD TERM, RUNNING FROM JANUARY 1, 2025, THROUGH DECEMBER 31, 2028; WAIVING THE REQUIREMENT THAT SHE APPEAR BEFORE A COUNCIL COMMITTEE PRIOR TO REAPPOINTMENT; APPROVING HER REAPPOINTMENT; REQUESTING THAT A CERTIFICATE OF THAT REAPPOINTMENT BE FILED AND RECORDED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on November 9, 1937, the City Council of the City of St. Petersburg, Florida (the “City Council”), adopted resolution 155/33 for the purpose of authorizing the Housing Authority of the City of St. Petersburg, Florida (the “Authority”) to transact business and exercise its powers within the City of St. Petersburg, Florida; and

WHEREAS, the Authority is governed by a board of commissioners (each a “Commissioner”) appointed by the Mayor and approved by the City Council in accordance with Florida Statutes section 421.05(1); and

WHEREAS, on October 8, 2020, pursuant to City Council resolution 2020-409, City Council approved the initial appointment of Ms. Angel Charlton to the office of Commissioner, to fill the unexpired term of Ms. Sharlene Gambrell-Davis, ending on December 31, 2020; and

WHEREAS, on December 10, 2020, pursuant to City Council resolution 2020-519, City Council approved the Mayor’s reappointment of Ms. Charlton for an initial full four-year term running from January 1, 2021, through December 31, 2024; and

WHEREAS, subject to City Council approval pursuant to Florida Statutes section 421.05(1), Mayor Kenneth T. Welch has now reappointed Ms. Charlton for another four-year term as a Commissioner, ending on December 31, 2028; and

WHEREAS, pursuant to City Council resolution 2019-49, City Council established that the Housing, Land Use and Transportation Committee (the “Committee”) is the appropriate entity to meet with each person reappointed to the office of Commissioner by the Mayor and to make a recommendation concerning approval of that person’s reappointment by City Council; and

WHEREAS, Ms. Charlton was scheduled to appear before a meeting of the Committee on September 12, 2024, but was unable to do so due to a change in the start time of that meeting that she was unable to accommodate; and WHEREAS, in consideration of the Committee’s recommendation, City Council desires to approve the Mayor’s reappointment of Ms. Charlton to the office of Commissioner.

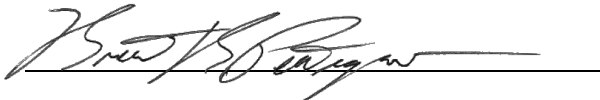
NOW, THEREFORE, BE IT RESOLVED that City Council hereby waives the requirement of the Procedure Resolution that Ms. Charlton appear before the Committee prior to approval of her appointment.

BE IT FURTHER RESOLVED that, pursuant to Florida Statutes section 421.05(1), City Council hereby approves the Mayor’s reappointment of Ms. Angel Charlton to the office of Commissioner for a new four-year term, running from January 1, 2025, through December 31, 2028.

BE IT FURTHER RESOLVED that City Council hereby requests (i) that Administration file a certificate with the City Clerk to document the reappointment approved by this resolution in accordance with Florida Statutes section 425.01(1); (ii) that the City Clerk place that certificate in the records of the City and transmit a copy to the secretary and executive director of the Authority; and (iii) that the secretary and executive director of the Authority make arrangements for Ms. Charlton to be sworn into the office of Commissioner at the start of her new term.

This resolution will become effective immediately upon adoption.

LEGAL:

A handwritten signature in dark ink, appearing to read "Brent B. [unclear]", is written over a horizontal line.

ADMINISTRATION:

A handwritten signature in dark ink, appearing to read "McFaster", is written over a horizontal line.

ST. PETERSBURG CITY COUNCIL
(Consent)
Meeting of December 12, 2024

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

SUBJECT: A resolution regarding the mayor's reappointment of Kimberly Brown-Williams to the office of Commissioner of the Housing Authority of the City of St. Petersburg, Florida, for a four-year term running from January 1, 2025, through December 9, 2028.

On November 9, 1937, the City Council of the City of St. Petersburg, Florida (the "City Council"), adopted resolution 155/33 for the purpose of authorizing the Housing Authority of the City of St. Petersburg, Florida (the "Authority") to transact business and exercise its powers within the City of St. Petersburg, Florida. On December 10, 2020, pursuant to City Council resolution 2020-519, City Council approved the Mayor's reappointment of Ms. Brown-Williams for an initial full four-year term running from January 1, 2021, through December 9, 2024.

Following the appearance of Ms. Brown-Williams before the Committee on September 12, 2024, the Committee voted to recommend that City Council approve the Mayor's reappointment of Ms. Brown-Williams to the office of Commissioner.

As per the recommendation of the Housing, Land Use, and Transportation City Council Committee, administration recommends approving Kimberly Brown-Williams to the office of Commissioner of the Housing Authority of City of St. Petersburg, Florida for a third term running from January 1, 2025 through December 9, 2028.

Attachments: Resume

APPROVALS:

Administration: Al Foster

Budget: Lance Stanford

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING THE MAYOR’S REAPPOINTMENT OF MS. KIMBERLY BROWN-WILLIAMS TO THE OFFICE OF COMMISSIONER OF THE HOUSING AUTHORITY OF THE CITY OF ST. PETERSBURG, FLORIDA, FOR A SECOND FOUR-YEAR TERM, RUNNING DECEMBER 10, 2024, THROUGH DECEMBER 9, 2028; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on November 9, 1937, the City Council of the City of St. Petersburg, Florida (the “City Council”), adopted resolution 155/33 for the purpose of authorizing the Housing Authority of the City of St. Petersburg, Florida (the “Authority”) to transact business and exercise its powers within the City of St. Petersburg, Florida; and

WHEREAS, the Authority is governed by a board of commissioners (each a “Commissioner”) appointed by the Mayor and approved by the City Council in accordance with Florida Statutes section 421.05(1); and

WHEREAS, on December 10, 2020, pursuant to City Council resolution 2020-528, City Council approved the Mayor’s initial appointment of Ms. Kimberly Brown-Williams to the office of Commissioner for a four-year term ending on December 9, 2024; and

WHEREAS, subject to City Council approval pursuant to Florida Statutes section 421.05(1), Mayor Kenneth T. Welch has now reappointed Ms. Brown-Williams for a second four-year term as a Commissioner, ending on December 9, 2028; and

WHEREAS, pursuant to City Council resolution 2019-49, City Council established that the Housing, Land Use and Transportation Committee (the “Committee”) is the appropriate entity to meet with each person reappointed to the office of Commissioner by the Mayor and to make a recommendation concerning approval of that person’s reappointment by City Council; and

WHEREAS, following the appearance of Ms. Brown-Williams before the Committee on September 12, 2024, the Committee voted to recommend that City Council approve the Mayor’s reappointment of Ms. Brown-Williams to the office of Commissioner; and

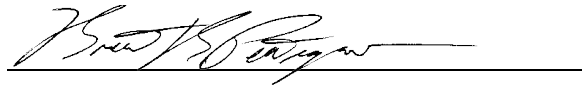
WHEREAS, in consideration of the Committee's recommendation, City Council now desires to approve the Mayor's reappointment of Ms. Brown-Williams to the office of Commissioner.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Florida Statutes section 421.05(1), City Council hereby approves the Mayor's reappointment of Ms. Kimberly Brown-Williams to the office of Commissioner for a new four-year term, running from December 10, 2024, through December 9, 2028.

BE IT FURTHER RESOLVED that City Council hereby requests (i) that Administration file a certificate with the City Clerk to document the reappointment approved by this resolution in accordance with Florida Statutes section 425.01(1); (ii) that the City Clerk place that certificate in the records of the City and transmit a copy to the secretary and executive director of the Authority; and (iii) that the secretary and executive director of the Authority make arrangements for Ms. Brown-Williams to be sworn into the office of Commissioner at the start of her new term.

This resolution will become effective immediately upon adoption.

LEGAL:

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ADMINISTRATION:

A handwritten signature in black ink, appearing to read "McFoster", is written over a horizontal line.

The following page(s) contain the backup material for Agenda Item: December 12, 2024 Budget,
Finance and Taxation Committee- Action Item
Please scroll down to view the backup material.



H-2

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG, FLORIDA AUTHORIZING THE ISSUANCE OF A NOT TO EXCEED \$50,000,000 NON-AD VALOREM REVENUE NOTE, SERIES 2024 TO FINANCE AND/OR REIMBURSE THE COSTS OF CAPITAL REPAIRS AND/OR DEBRIS REMOVAL FROM RECENT HURRICANE DAMAGE WITHIN THE CITY AND TO PAY ASSOCIATED TRANSACTIONAL COSTS; PROVIDING THAT SUCH NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NON-AD VALOREM REVENUES BUDGETED AND APPROPRIATED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF SUCH NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the City of St. Petersburg, Florida (the "Issuer") and other applicable provisions of law (collectively, the "Act").

SECTION 2. DEFINITIONS. All capitalized undefined terms shall have the same meanings as set forth in this Resolution, as hereinafter defined. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"Business Day" shall mean any day except any Saturday or Sunday or day on which banking institutions within the State are authorized or required by law to remain closed.

"Chief Financial Officer" shall mean the Chief Financial Officer of the Issuer, or her designee.

"City Administrator" shall mean the City Administrator of the Issuer, or his designee.

"City Attorney" shall mean the City Attorney or any Assistant City Attorney of the Issuer.

"City Clerk" shall mean the City Clerk or any assistant or deputy City Clerk of the Issuer.

"City Council" shall mean the City Council of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Note pursuant to Section 10 hereof.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Lender" shall mean Truist Commercial Equity, Inc., together with its successors and assigns.

"Maturity Date" shall mean October 1, 2042.

"Mandatory Purchase Date" shall mean January 3, 2028, unless the Issuer shall have received written notice from the Owner not less than 120 days (or such shorter period of time as shall have been agreed to by the Owner and the Issuer prior to the applicable Mandatory Purchase Date) that the Owner has elected not to tender the Note for purchase on such Mandatory Purchase Date, whereupon such due date shall not be a Mandatory Purchase Date.

"Mayor" shall mean the Mayor of the Issuer, or his designee. The Mayor is authorized, but is not bound, to designate the City Administrator and/or the Chief Financial Officer to execute certificates, agreements and all other documents in connection with the issuance of the Note.

"Non-Ad Valorem Revenues" shall mean all legally available revenues of the Issuer other than ad valorem tax revenues.

"Note" shall mean the Issuer's Non-Ad Valorem Revenue Note, Series 2024 authorized by Section 4 hereof.

"Note Counsel" shall mean Bryant Miller Olive P.A., or other nationally recognized bond counsel firm.

"Owner" shall mean the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution. The Lender shall be the initial Owner.

"Permitted Lender" shall mean any affiliate of the Lender or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 or accredited investor under Rule 501 promulgated under the Securities Act of 1933, that is an affiliate of the aforementioned Persons.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund and any proceeds of the Note on deposit in the Project Fund as provided herein, together with investment income on deposit in such respective Funds.

"Principal Office" shall mean with respect to the Lender, the office located at 401 East Jackson Street, 20th Floor, Tampa, Florida 33602, or such other office as the Lender may designate to the Issuer in writing.

"Project" shall mean the acquisition, design, construction, reconstruction, and equipping of capital repairs and/or debris removal within the City from recent hurricane damage.

"Project Fund" shall mean the Project Fund established with respect to the Note pursuant to Section 11 hereof.

"Resolution" shall mean this Resolution, pursuant to which the Note is authorized to be issued.

"State" shall mean the State of Florida.

SECTION 3. FINDINGS.

(A) For the benefit of its citizens, the Issuer finds, determines and declares that it is beneficial for the continued preservation of the welfare and convenience of the Issuer and its citizens to finance and/or reimburse the costs of the Project, and the Project satisfies a municipal purpose or a paramount public purpose, as applicable.

(B) The Issuer is authorized pursuant to the Act generally, and pursuant to Section 166.111, Florida Statutes in particular, to issue bonds to finance the undertaking of any capital or other project. The City Council of the Issuer finds and determines that Project is the undertaking of a "capital project" or "other project," as applicable, as contemplated by the Act.

(C) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution. The Note is expected to serve, at least in part, as

bridge financing until funding from the Federal Emergency Management Agency or insurance is received.

(D) The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the city limits of the Issuer other than the Pledged Revenues.

(E) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the Issuer, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(F) The Issuer, after soliciting proposals in from several financial institutions, has selected the Lender to purchase the Note.

SECTION 4. AUTHORIZATION OF NOTE AND PROJECT. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the “City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2024” is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$50,000,000 for the purpose of financing and/or reimbursing the costs of the Project, and paying the costs of issuing the Note. The use of the proceeds of the Note as heretofore described is authorized. The Project is also hereby authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the Issuer shall receive from the Lender a Lender’s Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

SECTION 5. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owner.

SECTION 6. DESCRIPTION OF THE NOTE. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Lender, subject to the following terms:

- (A) Interest Rate. The Note shall have an initial fixed interest rate equal to 4.054% per annum (subject to adjustment upon the occurrence of certain events as provided in the Note) (calculated on a 30/360 day count basis);

provided, however, in connection with a waiver of mandatory tender for purchase described in Section 6(F) below, the Owner shall have the right to change such interest rate effective January 3, 2028 through the Maturity Date; provided, however, that the Owner shall provide written notice of the new interest rate not less than 120 days (or such shorter period of time agreed upon by the Owner and the Issuer).

- (B) Principal and Interest Payment Dates. Interest on the Note shall be paid semi-annually on each April 1 and October 1, commencing on April 1, 2025, through and including the Maturity Date. Principal on the Note shall be paid in the amounts and on the dates set forth in the Note with a final maturity date of the Maturity Date subject to mandatory tender for purchase as contemplated in Section 6(F) herein.
- (C) Prepayment of the Note. The Note shall be subject to prepayment as described in the Note.
- (D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.
- (E) Original Denomination of the Note. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.
- (F) Mandatory Purchase. The Note shall be subject to mandatory tender by the Owner for purchase on the Mandatory Purchase Date.

SECTION 7. EXECUTION AND DELIVERY OF NOTE. The Note shall be executed in the name of the Issuer by its Mayor and attested by its City Clerk, subject to the approval of the City Attorney as to form and correctness, and the corporate seal of the Issuer or a facsimile thereof shall be affixed thereto or reproduced thereon. In case any one or more of the officers of the Issuer who shall have signed or sealed the Note shall cease to be such officer or officers of the Issuer before the Note so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as if the persons who signed or sealed such Note had not ceased to hold such offices. The Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Note shall hold the proper office, although at the date of such execution of the Note such person may not have held such office or may not have been so authorized.

SECTION 8. REGISTRATION AND EXCHANGE OF THE NOTE; PERSONS TREATED AS OWNER. The Note is initially registered to the Lender. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. Notwithstanding anything herein to the

contrary, the Note may be exchanged or transferred by the Lender, in whole and not in part; *provided*, however, such transfers shall be only to a Permitted Lender.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

SECTION 9. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem tax revenues to pay such Note, or be entitled to payment of such Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 10. COVENANT TO BUDGET AND APPROPRIATE. (A) Subject to the next paragraph, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note and other amounts payable hereunder not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The Issuer further acknowledges and agrees that the obligations of the Issuer to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues (except as provided in Section 19 hereof), nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt

service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable solely from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no Owner of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Issuer is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues and funding requirements for essential governmental services of the Issuer.

There is hereby created and established the "City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2024 Debt Service Fund," which fund shall be a trust fund held by the Chief Financial Officer, which shall be held solely for the benefit of the Owner of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Issuer for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The Issuer may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the Issuer on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note. The Issuer does further covenant and represent that it has the power under the Act to irrevocably pledge

the Pledged Revenues to the payment of the principal and interest on the Note and that the pledge of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment, by any subsequent resolution, ordinance or other proceeding of the Issuer without the written consent of the Owner.

SECTION 11. APPLICATION OF PROCEEDS OF NOTE. The proceeds received from the sale of the Note shall be applied by the Issuer simultaneously with the delivery of the Note to the Lender, as follows:

(1) The Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the Note; and

(2) Remaining proceeds shall be deposited in the Project Fund.

The Issuer covenants and agrees to establish a special fund to be designated "City of St. Petersburg, Florida Non-Ad Valorem Revenue Note, Series 2024, Project Fund." The designation and establishment of the Project Fund by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Note. Costs of the Project will be paid from the Project Fund.

SECTION 12. TAX COVENANT; NOTICE OF INTENT.

(A) The Issuer covenants to the Owner of the Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

(B) The Issuer hereby expresses its intention to be reimbursed from proceeds of Note for capital expenditures and extraordinary working capital to be paid by the Issuer in connection with the incurrence of debt for the purpose of financing and/or reimbursing the Project. Pending reimbursement, the Issuer expects to use legally available funds to pay such costs associated with the incurrence of Note. It is reasonably expected that the total amount of debt to be incurred by the Issuer with respect to the Project will not exceed \$50,000,000. This Resolution is intended to constitute a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations which were promulgated pursuant to the Internal Revenue Code of 1986, as amended, with respect to the Note to finance and/or reimburse the Project.

SECTION 13. AMENDMENT. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner of the Note.

SECTION 14. LIMITATION OF RIGHTS. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained. This Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 15. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver the new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and a lost bond affidavit, including the acknowledgment that there are no further obligations in respect to the mutilated, destroyed, stolen or lost Note, as applicable, and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such reasonable expenses as the Issuer may incur. The Note so surrendered shall be canceled.

SECTION 16. IMPAIRMENT OF CONTRACT. The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of a majority in outstanding principal amount of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

SECTION 17. FINANCIAL INFORMATION. Not later than 270 days following the close of each Fiscal Year, the Issuer shall provide the Owner of the Note with an electronic copy of its Annual Comprehensive Financial Report including annual financial statements for each Fiscal Year of the Issuer, prepared in accordance with applicable law and generally accepted accounting principles. In addition, the Issuer shall provide to the Owner of the Note the Issuer's annual budget ordinance within 30 days of its enactment, and such other financial and budget information as may be reasonably requested by the Owner from time to time. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

SECTION 18. EVENTS OF DEFAULT; REMEDIES OF OWNER OF THE NOTE. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal or interest on the Note or any other amounts owing hereunder as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days from the earlier of (a) following notice thereof or (b) from the date when the Issuer was required under the immediately succeeding paragraph to provide notice thereof to the Owner; (iii) if the Issuer defaults in the performance or observance of any

representations or warranties listed herein or in the Note; (iv) if this Resolution or the Note is determined to be unenforceable; (v) filing of a petition by or against the Issuer relating to bankruptcy, insolvency, declaration of financial emergency, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; (vi) if the Issuer refuses to honor its obligations under this Resolution or the Note; or (vii) if a default or acceleration (including a mandatory tender or right of Owner of such debt to tender upon such default) of the outstanding principal is declared with respect to the Issuer's other outstanding indebtedness secured by a covenant to budget and appropriate the Non-Ad Valorem Revenues.

The Issuer shall, within five (5) days after it acquires knowledge of the happening, occurrence, or existence of any Event of Default, notify the Owner in writing at its notice address provided in Section 29 hereof. Such notice shall include a detailed statement by a responsible employee of the Issuer of all relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto. Regardless of the date of receipt of such notice by the Owner, such date shall not in any way modify the date of occurrence of the actual Event of Default.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

In case of (a) an Event of Default pursuant to clause (i) above and upon written declaration of the Owner of the Note, or (b) upon the acceleration of any other debt of the Issuer which is secured by a covenant to budget and appropriate Non-Ad Valorem Revenues of the Issuer, the entire debt then remaining unpaid under the Note shall be immediately due and payable.

SECTION 19. ANTI-DILUTION TEST. The Issuer may incur additional debt secured by all or a portion of the Non-Ad Valorem Revenues only if the total amount of Non-Ad Valorem Revenues for the prior Fiscal Year were at least 2.00 times the maximum annual debt service of all debt to be paid from Non-Ad Valorem Revenues (collectively, "Debt"), including any Debt payable from one or several specific revenue sources.

For purposes of calculating maximum annual debt service if the terms of the Debt are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

- (a) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is less than or equal to 25% of the principal amount of all Debt (including the Debt proposed to be incurred), an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(b) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) is more than 25% of the principal amount of all Debt (including the Debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For purposes of calculating maximum annual debt service, balloon indebtedness shall be assumed to amortize in up to 20 years (from the date of calculation) on a level debt service basis. In the event that the Issuer is required to fund a reserve fund, the funding of such reserve fund shall be included in the calculation of debt service. For purposes of this paragraph, "balloon indebtedness" includes indebtedness if 25% or more of the principal amount thereof comes due in any one year.

SECTION 20. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of the transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of any other documents related hereto), the Issuer acknowledges and agrees, that: (a) (i) it has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) it is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and any other loan documents, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Issuer and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Lender is and has been acting solely as a principal in an arm's length commercial lending transaction and has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer, or any other person and (ii) the Lender has no obligation to the Issuer, with respect to the transaction contemplated hereby except those obligations expressly set forth herein and in the Note; (c) notwithstanding anything herein to the contrary, it is the intention of the Issuer and the Lender that the loan documents represent a commercial loan transaction not involving the issuance and sale of a municipal security, and that any bond, note or other debt instrument that may be delivered to the Lender is delivered solely to evidence the repayment obligations of the Issuer under the loan document; and (d) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Lender has no obligation to disclose any of such interests to the Issuer. To the fullest extent permitted by law, the Issuer hereby waives and releases any claims that it may have against the Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transaction contemplated hereby. The Issuer has engaged PFM Financial Advisors LLC as a municipal advisor in this transaction with legal fiduciary duties to the Issuer. The transaction contemplated herein and the Note is delivered, pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transaction contemplated hereunder; *provided*, however, the Issuer makes no representation with respect to the applicability of such rules.

SECTION 21. PATRIOT ACT NOTICE. The Issuer hereby acknowledges that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001) (the "Patriot Act"), the Lender may be required to obtain, verify and record information that identifies the Issuer, which information includes the name and address of the Issuer and other information that will allow the Lender to identify the Issuer in accordance with the Patriot Act.

SECTION 22. SEVERABILITY. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Note issued thereunder.

SECTION 23. BUSINESS DAYS. In any case where the due date of interest on or principal of Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 24. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 25. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 26. MEMBERS OF THE CITY COUNCIL NOT LIABLE. No covenant, stipulation, obligation or agreement contained in this Resolution shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Issuer in his or her individual capacity, and neither the members of the City Council nor any person executing the Note shall be liable personally on the Note or this Resolution or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note or this Resolution.

SECTION 27. AUTHORIZATIONS. The members of the City Council, the Mayor, the City Administrator, the Chief Financial Officer, the City Attorney, the City Clerk and any other employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Lender to effectuate the sale of the Note. All action taken to date by the members of the City Council, the Mayor, the City Administrator, the Chief

Financial Officer, the City Attorney, the City Clerk and any other employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

SECTION 28. GOVERNING LAW; JURY TRIAL WAIVER: APPLICABLE LAW AND VENUE. This Resolution and the Note shall be governed by the laws of the State of Florida. The Issuer and the Owner, by acceptance of the Note, knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury, with respect to any litigation or legal proceedings based on or arising out of this Resolution or the Note. In the event of any legal proceeding arising out of or related to the Note, the Issuer and the Owner, by acceptance of the Note, each waive any objections to venue for any action brought in state court lying in Pinellas County, St. Petersburg Division. The Issuer and the Owner, by acceptance of the Note, also each waive any objection to venue for any action brought in federal court lying in the Middle District of Florida, Tampa Division. The Owner, by acceptance of the Note, and the Issuer each consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

SECTION 29. NOTICES. Any notice or other communication to be given to the Lender under this Resolution shall be given by delivering the same in writing to the Principal Office or such other address as the Owner may designate to the Issuer in writing.

SECTION 30. SUPERSEDING OF INCONSISTENT RESOLUTIONS. This Resolution supersedes all prior action of City Council inconsistent herewith. All resolutions or parts thereof in conflict herewith are hereby superseded to the extent of such conflict.

SECTION 31. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

LEGAL:



DEPARTMENT:

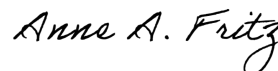


EXHIBIT A

[FORM OF NOTE]

ANY OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A LENDER'S CERTIFICATE CERTIFYING THAT SUCH REGISTERED OWNER IS AN AFFILIATE OF THE OWNER, AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 OF THE SECURITIES ACT 1933 (THE "SECURITIES ACT"), AS AMENDED, OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A PROMULGATED UNDER THE SECURITIES ACT.

Dated Date: December 17, 2024

\$50,000,000

Interest Rate 4.054%
(subject to adjustment as described herein)

STATE OF FLORIDA
CITY OF ST. PETERSBURG, FLORIDA
NON-AD VALOREM REVENUE NOTE, SERIES 2024

KNOW ALL MEN BY THESE PRESENTS that the City of St. Petersburg, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of TRUIST COMMERCIAL EQUITY, INC., or registered assigns (hereinafter, the "Owner"), the principal sum of \$50,000,000, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 360-day year comprised of twelve 30-day months, however, that such Interest Rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of October 1, 2042.

The Interest Rate is equal to 4.054% (subject to adjustment as described herein) (the "Interest Rate"); provided, however, in connection with a waiver of mandatory tender for purchase described in Section 6(F) of the Resolution, the Owner shall have the right to change such interest rate effective January 3, 2028 through the Maturity Date; provided, however, that the Owner shall provide written notice of the new interest rate not less than 120 days (or such shorter period of time agreed upon by the Owner and the Issuer).

This Note shall be subject to mandatory tender by the Owner for purchase on the Mandatory Purchase Date.

Interest on this Note shall be paid semi-annually on each April 1 and October 1, commencing on April 1, 2025, through and including the Maturity Date.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date subject to mandatory tender for purchase as contemplated in Section 6(F) of the Resolution.

This Series 2024 Note may be pre-paid in whole or in part on any Business Day subject to the terms hereof and upon at least two Business Days' prior written notice to the Owner specifying the amount of prepayment. On or after June 17, 2025, this Note shall be prepayable, in whole or in part, at the option of the Issuer without penalty or premium.

Prior to June 17, 2025, in the event that the Issuer optionally prepays in any calendar year an aggregate of more than ten percent (10%) of the principal amount of this Series 2024 Note outstanding on January 1 of such calendar year, the Issuer shall, at the time of any prepayment, whether optional or at any other time this Series 2024 Note is paid earlier than its scheduled maturity, pay to the Owner the interest accrued to the date of prepayment on the principal amount being prepaid plus an additional fee or redemption premium equal to the present value of the difference between (1) the amount that would have been realized by the Owner on the prepaid amount for the remaining term of the loan at the rate for fixed-rate payers in U.S. Dollar interest rate swaps as quoted by Bloomberg (the "Swap Rate") for a term corresponding to the term of the Series 2024 Note, interpolated to the nearest month, if necessary, that was in effect three Business Days prior to the issuance date of this Series 2024 Note, and (2) the amount that would be realized by the Owner by reinvesting such prepaid funds for the remaining term of the loan at the Swap Rate for fixed rate payers in U.S. Dollar interest rate swaps, interpolated to the nearest month, that was in effect three Business Days prior to the loan repayment date; both discounted at the same interest rate utilized in determining the applicable amount in (2). Should the present value have no value or a negative value, the Issuer may prepay with no additional fee or redemption premium. Should Bloomberg no longer release rates for fixed-rate payers in U.S. Dollar interest rate swaps, the Owner may substitute the Bloomberg index for rates for fixed-payers in U.S. Dollar interest rate swaps with another similar index as determined by Truist Bank (or affiliate thereof). The Owner shall provide the Issuer with a written statement explaining the calculation of the premium due, which statement shall, in absence of manifest error, be conclusive and binding. The application of such fee or prepayment premium is not intended to, and shall not be deemed to be, an increase in the interest rate. Prior to June 17, 2025, if the Issuer prepays in any calendar year less than ten percent (10%) of the principal amount that was outstanding on this Note on January 1 of such calendar year, such prepayment may be made at par plus interest accrued to the date of prepayment on the principal amount being prepaid and with no fee or prepayment premium as described above.

Any partially prepaid amount on this Note shall be applied in the sole discretion of the Owner.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD VALOREM TAX REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the municipal charter of the Issuer and other applicable provisions of law, and a resolution duly adopted by the Issuer on December 12, 2024, as amended and supplemented from time to time (herein referred to as the "Resolution") and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of this Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of and lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Dates</u>	<u>Amounts</u>
10/01/2028	\$2,485,000
10/01/2029	2,590,000
10/01/2030	2,695,000
10/01/2031	2,800,000
10/01/2032	2,915,000
10/01/2033	3,035,000
10/01/2034	3,155,000
10/01/2035	3,285,000
10/01/2036	3,420,000
10/01/2037	3,555,000
10/01/2038	3,700,000
10/01/2039	3,850,000
10/01/2040	4,005,000
10/01/2041	4,170,000
10/01/2042	4,340,000

Except as otherwise provided herein, upon the occurrence of the Event of Taxability and for as long as this Note remains outstanding, the Interest Rate shall be converted to the Taxable Rate and this adjustment shall survive payment on this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired. In addition, upon an Event of Taxability, the Issuer shall, immediately upon demand, pay to the Owner (or prior Owners, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on this Note during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had this Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner as a result of the Event of Taxability.

"Event of Taxability" means, solely as a result of action or inaction of the Issuer, the occurrence after the date hereof of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of this Note is or was includable in the gross income of the Owner for Federal income tax purposes;

provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the Issuer's own expense to contest the same, either directly or in the name of the Owner, and until the conclusion of any appellate review, if sought. For all purposes of this definition, the effective date of any Event of Taxability will be the first date as of which interest is deemed includable in the gross income of the Owner.

"Taxable Period" means the period of time between (a) the date that interest on this Note is deemed to be includable in the gross income of the Owner for federal income tax purposes as a result of the Event of Taxability, and (b) the date of the Event of Taxability and after which this Note bears interest at the Taxable Rate.

"Taxable Rate" means the interest rate per annum that shall provide the Owner with the same after tax yield that the Owner would have otherwise received had the Event of Taxability not occurred, taking into account the increased taxable income of the Owner as a result of such Event of Taxability. The Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer.

Upon and during the continuance of an Event of Default, in addition to the remedies described in the Resolution, notwithstanding anything herein to the contrary, this Note shall bear interest at the Default Rate. For purposes of this Note, the term "Default Rate" means the lesser of (i) the sum of the Prime Rate plus 3% per annum or (ii) the maximum interest rate permitted by applicable law.

"Prime Rate" means the per annum rate which the Lender's affiliate Truist Bank announces from time to time to be its prime rate, as in effect from time to time. The prime rate is a reference or benchmark rate, is purely discretionary and does not necessarily represent the lowest or best rate charged to borrowing customers. The Lender's affiliate Truist Bank may make commercial loans or other loans at rates of interest at, above or below the Truist Bank prime rate. Each change in the prime rate shall be effective from and including the date such change is announced as being effective.

This Note may only be exchanged or transferred, in whole, and not in part, by the Owner hereof to any Permitted Lender but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of St. Petersburg, Florida, has issued this Note and has caused the same to be executed by its Mayor, attested by its City Clerk, approved as to form and correctness by its Managing Assistant City Attorney, manually, and the corporate seal of the Issuer, or a facsimile thereof to be impressed, imprinted or otherwise reproduced hereon, all as of the dated date set forth above.

CITY OF ST. PETERSBURG, FLORIDA

(SEAL)

Kenneth T. Welch, Mayor

ATTESTED:

Chan Srinivasa, City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Macall D. Dyer, Managing Assistant City Attorney

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Truist Commercial Equity, Inc. (the "Lender") has not required the City of St. Petersburg, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its \$50,000,000 Non-Ad Valorem Revenue Note, Series 2024 (the "Note"). No inference should be drawn that the Lender, in the acceptance of said Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel and by the Managing Assistant City Attorney, Macall D. Dyer, Esq. ("General Counsel"). Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in a resolution adopted by the City Council of the Issuer on December 12, 2024 (the "Resolution").

We are aware that the loan of the proceeds of the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances.

We have been provided access to and have reviewed all information about the Issuer we deemed necessary. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer and PFM Financial Advisors LLC, the Issuer's financial advisor (the "Financial Advisor"). We acknowledge that the Financial Advisor is not acting as a placement agent. Documentation for the Note will be provided by the Note Counsel. We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Note and can bear the economic risk of our purchase of the Note.

We acknowledge that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered, in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Note Counsel nor the General Counsel shall have any obligation to effect any such registration or qualification.

We acknowledge that no CUSIP numbers or credit ratings have been obtained with respect to the Note. We are not acting as a broker or other intermediary, and are purchasing the Note for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may be transferred only in whole and not in part; provided, however, we understand that the Note may only be transferred in accordance with the limitations set forth in the Resolution.

We are a bank (or wholly-owned subsidiary of a bank), trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 17th day of December, 2024.

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name: Adam L. Horn

Title: Authorized Agent

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as lender, proposes to negotiate with City of St. Petersburg, Florida (the "Issuer") for the private purchase of its \$50,000,000 Non-Ad Valorem Revenue Note, Series 2024 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lender") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

\$25,000

Holland & Knight LLP, Lender's Counsel
Legal Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.

4. The management fee to be charged by the Lender is \$0.

5. Truth-in-Bonding Statement:

You have disclosed to us that (i) the Note is being issued primarily to finance and/or reimburse the costs of the Project as such term is defined in the hereinafter defined Resolution.

Unless earlier prepaid or tendered, the Note is expected to be repaid by October 1, 2042; at an assumed interest rate of 4.054%, total interest paid over the life of the Note is estimated to be \$23,363,990.28.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and deposited as described in a resolution of the Issuer adopted on December 12, 2024 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to

result in an annual average of approximately \$4,124,146.86 of Non-Ad Valorem Revenues of the Issuer not being available to finance the other services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Lender is as follows:

Truist Commercial Equity, Inc.
401 East Jackson Street, 20th Floor
Tampa, Florida 33602

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 17th day of December, 2024.

TRUIST COMMERCIAL EQUITY, INC.

By: _____
Name: Adam L. Horn
Title: Authorized Agent

The following page(s) contain the backup material for Agenda Item: City-initiated application to modify the Comprehensive Plan for the purpose of implementing legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE) for fiscal years 2025 to 2029. (City File LGCP-CIE-2024)
Please scroll down to view the backup material.



J-1



ST. PETERSBURG CITY COUNCIL
Meeting of December 12, 2024

- TO:** The Honorable Debora Figgs-Sanders, Chair, and Members of City Council
- SUBJECT:** City-initiated application to modify the Comprehensive Plan for the purpose of implementing legislative requirements of Chapter 163, Part II, Florida Statutes, related to the annual update of the Capital Improvements Element (CIE) for fiscal years 2025 to 2029. (City File LGCP-CIE-2024)
- REQUEST:** Ordinance 603-H, an ordinance modifying the Capital Improvements Element of the Comprehensive Plan of the City of St. Petersburg, Florida by updating the Five-year Capital Improvement Schedule and replacing all previously adopted Capital Improvement Schedules; adopting fund summaries for the General Capital Improvement Fund (3001), Bicycle/Pedestrian Safety Improvements Fund (3004), Citywide Infrastructure Fund (3027), Recreation and Culture Capital Fund (3029), Multimodal Impact Fees Capital Improvement Fund (3071), Downtown Parking Improvement Fund (3073), Water Resources Capital Projects Fund (4003), Stormwater Drainage Capital Fund (4013), Airport Capital Projects Fund (4033), Marina Capital Improvement Fund (4043), and Port Capital Improvement Fund (4093), for the fiscal years 2025 through 2029; adopting the FDOT District Seven's adopted five-year work program for the fiscal years 2024/25 to 2028/29; providing for severability; and providing an effective date.

A detailed analysis of the proposed modification is provided in the attached staff report.

RECOMMENDATION:

Administration: City staff recommends APPROVAL.

Public Input: None to date.

Community Planning & Preservation Commission (CPPC): On December 10, 2024, the CPPC reviewed the update as an informational item. In 2011, legislative changes no longer required the annual CIE update to follow the Comprehensive Plan amendment process, it can be adopted by standard ordinance procedures and therefore is not required to be reviewed by the local planning agency or the CPPC as a public hearing item.

Previous City Council Action: On December 5, 2024, City Council conducted first reading for the proposed ordinances and set the public hearing for December 12, 2024.

Recommended City Council Action:

- 1) CONDUCT the second reading of the proposed ordinance; AND
- 2) APPROVE the proposed ordinance.

Attachments: Ordinance including CIP schedules and staff report.

ORDINANCE NO. 603-H

AN ORDINANCE MODIFYING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY OF ST. PETERSBURG, FLORIDA BY UPDATING THE FIVE-YEAR CAPITAL IMPROVEMENT SCHEDULE AND REPLACING ALL PREVIOUSLY ADOPTED CAPITAL IMPROVEMENT SCHEDULES; ADOPTING FUND SUMMARIES FOR THE GENERAL CAPITAL IMPROVEMENT FUND (3001), BICYCLE/PEDESTRIAN SAFETY IMPROVEMENTS FUND (3004), CITYWIDE INFRASTRUCTURE FUND (3027), RECREATION AND CULTURE CAPITAL FUND (3029), MULTIMODAL IMPACT FEES CAPITAL IMPROVEMENT FUND (3071), DOWNTOWN PARKING IMPROVEMENT FUND (3073), WATER RESOURCES CAPITAL PROJECTS FUND (4003), STORMWATER DRAINAGE CAPITAL FUND (4013), AIRPORT CAPITAL PROJECTS FUND (4033), MARINA CAPITAL IMPROVEMENT FUND (4043), AND PORT CAPITAL IMPROVEMENT FUND (4093), FOR THE FISCAL YEARS 2025 THROUGH 2029; ADOPTING THE FDOT DISTRICT SEVEN'S ADOPTED FIVE-YEAR WORK PROGRAM FOR THE FISCAL YEARS 2024/25 TO 2028/29; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg has adopted a Comprehensive Plan to establish goals, policies and objectives to guide the development and redevelopment of the City; and

WHEREAS, the City has adopted level of service (LOS) standards for potable water, sanitary sewer, drainage, solid waste, recreation and open space; and

WHEREAS, the Comprehensive Plan includes a Capital Improvements Element containing five-year capital improvement schedules of costs and revenue sources for capital improvements necessary to achieve and/or maintain the City's adopted LOS standards; and

WHEREAS, the Capital Improvements Element of the City's Comprehensive Plan, including the five-year capital improvement schedules of costs and revenue sources, must be reviewed by the City on an annual basis pursuant to F.S. § 163.3177(3)(b); and

WHEREAS, the City has reviewed the Capital Improvements Element for Fiscal Year 2025 and has revised the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2025 through 2029, as set forth in Exhibits A through K attached to this ordinance; and

WHEREAS, the five-year capital improvement schedules of costs and revenue sources for the Florida Department of Transportation (FDOT) District 7 Road Capacity Projects have been reviewed and revised for Fiscal Years 2025 through 2029, as set forth in Exhibit L attached to this ordinance; and

WHEREAS, the City desires to modify its Capital Improvements Element to update the five-year capital improvement schedules of costs and revenue sources for Fiscal Years 2025 through 2029; and

WHEREAS, modifications of the Capital Improvements Element to update the five-year capital improvements schedules may be accomplished by ordinance pursuant to F.S. § 163.3177(3)(b); and

WHEREAS, under F.S. § 163.3177(3)(b), such modifications of the Capital Improvements Element to update the five-year capital improvements schedules may not be deemed to be amendments to the City's Comprehensive Plan; and

WHEREAS, the Community Planning and Preservation Commission has reviewed the proposed updated five-year capital improvements schedules of costs and revenue sources as an informational item on December 10, 2024; and

WHEREAS, the City Council, after taking into consideration the recommendations of the City Administration and the Community Planning and Preservation Commission, and the comments received during the public hearing conducted by the City Council on this matter, finds that the proposed modifications of the Capital Improvements Element to update the five-year capital improvements schedules are in the best interests of the City; now, therefore,

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

Section 1. Chapter 10, the Capital Improvements Element of the Comprehensive Plan, is hereby modified and updated by deleting pages CI15-CI25 containing the existing fund summaries for Fiscal Years 2024 through 2028, and by replacing such deleted pages with the attached Exhibits A through L containing the fund summaries for Fiscal Years 2025 through 2029:

ExhibitFund Summary

A	General Capital Improvement Fund (3001)
B	Bicycle/Pedestrian Safety Improvements Fund (3004)
C	Citywide Infrastructure Fund (3027)
D	Recreation and Culture Capital Fund (3029)
E	Multimodal Impact Fees Capital Improvement Fund (3071)
F	Downtown Parking Improvement Fund (3073)
G	Water Resources Capital Projects Fund (4003)
H	Stormwater Drainage Capital Fund (4013)
I	Airport Capital Projects Fund (4033)
J	Marina Capital Improvement Fund (4043)
K	Port Capital Improvement Fund (4093).
L	FDOT District Seven's Adopted Five-Year Work Program (Exhibit L lists projects for which the City has no funding responsibility)

Section 2. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is deemed unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

Section 3. 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 4. Effective date. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth (5th) business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall become effective immediately upon filing of such written notice with the City Clerk. In the event this ordinance is vetoed by the mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

REVIEWED AND APPROVED AS TO
FORM AND CORRECTNESS:

City File: LGCP-CIE-2024

Michael J. Dema
City Attorney/Designee

11/20/2024
Date

/s/ Elizabeth Abernethy
Planning & Development Services Dept.

11/15/24
Date

General Capital Improvement (3001)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	25,130,375	-	-	-	-	-	25,130,375
Compensation for Damages	59,704	-	-	-	-	-	59,704
Earnings on Investments	1,084,332	11,000	11,000	11,000	11,000	11,000	1,139,332
GR Central Ave Bus Rapid Transit Corridor	42,930	-	-	-	-	-	42,930
GR COPS Technology and Equipment Progra	750,000	-	-	-	-	-	750,000
GR DEO- Carter G. Woodson Museum	17,091	-	-	-	-	-	17,091
GR FDEM - Fleet Facility EOC Generator	505,524	-	-	-	-	-	505,524
GR FDFS Ladder Truck 1/F420 Replacement	300,000	-	-	-	-	-	300,000
GR FDOT 157126 17th Street N Over Booker	2,250,000	-	-	-	-	-	2,250,000
GR FDOT 157189 Overlook Dr NE Over Sma	-	-	-	-	3,750,000	-	3,750,000
GR FDOT 157236 7th Street N Over Gateway	-	-	-	-	3,750,000	-	3,750,000
GR FDOT 157408 62nd Ave S at Maximo	2,812,500	-	-	-	-	-	2,812,500
GR FDOT- District 7 LS Imps HLRMOA	256,504	-	-	-	-	-	256,504
GR FDOT West St. Petersburg Smart Signals	1,159,500	-	-	-	-	-	1,159,500
GR PinCo - Dr. MLK Jr SN and 116th A Inter	382,500	-	-	-	-	-	382,500
GR Private Entity - Dr. MLK Jr SN and 116th	135,000	-	-	-	-	-	135,000
GR USF- City Trails Bicycle Trails	38,696	-	-	-	-	-	38,696
PSTA Sunrunner BRT Refund	520,288	-	-	-	-	-	520,288
St. Petersburg Innovation District	200,000	-	-	-	-	-	200,000
Transfer Debt Service Fund JP Morgan Chase	514,062	-	-	-	-	-	514,062
Transfer Downtown Open Space Fund	850,000	-	-	-	-	-	850,000
Transfer Fleet Management Fund	120,475	-	-	-	-	-	120,475
Transfer from Fleet Management Fund	160,000	-	-	-	-	-	160,000
Transfer General Fund	13,563,867	2,147,459	-	-	-	-	15,711,326
Transfer General Fund Public Safety	650,000	325,000	325,000	325,000	325,000	325,000	2,275,000
Transfer Municipal Office Buildings Fund	2,855,000	2,000,000	1,400,000	1,400,000	1,400,000	1,400,000	10,455,000
Transfer Pier Operating Fund	1,323,000	565,000	750,000	900,000	800,000	800,000	5,138,000
Transfer Revolving Energy Investment Fund	1,375,000	-	-	-	-	-	1,375,000
Transfer Sunken Gardens Operating Fund	325,587	-	-	-	-	-	325,587
Transfer TD Bank, N.A. Fund	244,242	-	-	-	-	-	244,242
Total Resources	57,626,177	5,048,459	2,486,000	2,636,000	10,036,000	2,536,000	80,368,636
Bridge Recon/Replacement							
157189 Overlook Dr NE over Smacks Bayou		-	-	-	3,750,000	-	3,750,000
157236 7th Street N Over Gateway		-	-	-	3,750,000	-	3,750,000
City Facilities							
Coliseum - Ballroom Floor and Substructure		950,000	-	-	-	-	950,000
Infrastructure to be Determined		194,459	-	-	-	-	194,459
M.O.B. Repairs & Improvements FY25		3,350,000	-	-	-	-	3,350,000
M.O.B. Repairs & Improvements FY26		-	1,400,000	-	-	-	1,400,000
M.O.B. Repairs & Improvements FY27		-	-	1,400,000	-	-	1,400,000
M.O.B. Repairs & Improvements FY28		-	-	-	1,400,000	-	1,400,000
M.O.B. Repairs & Improvements FY29		-	-	-	-	1,400,000	1,400,000
Neighborhoods							
Business District Placemaking & Streetscapin		100,000	-	-	-	-	100,000

General Capital Improvement (3001)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Pier Improvements							
Pier Boardwalk Install Pelican Lot		-	-	-	800,000	-	800,000
Pier Head Bathroom Renovations		125,000	-	-	-	-	125,000
Pier Kiosks for Marketplace		240,000	-	-	-	-	240,000
Pier Marketplace Sound System		-	250,000	-	-	-	250,000
Pier Shade Shelter for Pavilion		-	500,000	-	-	-	500,000
Pier Sidewalk Crack Improvements		-	-	-	-	800,000	800,000
Pier Storage Building		-	-	600,000	-	-	600,000
Pier Upgrade Doors at Pier Head		200,000	-	-	-	-	200,000
Pier Waterproof Great Lawn		-	-	300,000	-	-	300,000
Transportation & Parking Management							
Ferry Dock		200,000	-	-	-	-	200,000
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	54,734,664	-	-	-	-	-	54,734,664
Total Requirements	<u>54,734,664</u>	<u>5,359,459</u>	<u>2,150,000</u>	<u>2,300,000</u>	<u>9,700,000</u>	<u>2,200,000</u>	<u>76,444,123</u>
Assigned for SCBA/Bunker Gear	<u>987,500</u>	<u>325,000</u>	<u>325,000</u>	<u>325,000</u>	<u>325,000</u>	<u>325,000</u>	<u>2,612,500</u>
Unappropriated Balance	<u>1,904,013</u>	<u>1,268,013</u>	<u>1,279,013</u>	<u>1,290,013</u>	<u>1,301,013</u>	<u>1,312,013</u>	<u>1,312,013</u>

Notes

- 1) GR = Grant Funding
- 2) A total of \$2,612,500 is programmed to be assigned for SCBA/Bunker Gear in FY25-FY29.

Bicycle/Pedestrian Safety Improvements (3004)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	34,254	-	-	-	-	-	34,254
Earnings on Investments	757	-	-	-	-	-	757
GR FDOT - Pinellas Trail Neighborhood Con	-	262,909	-	1,117,899	-	-	1,380,808
GR FDOT Complete Streets Implementation	125,000	-	-	-	-	-	125,000
GR FDOT Forward Pinellas - 22nd St 5th to 9	-	-	-	2,686,944	-	-	2,686,944
GR FDOT Forward Pinellas - 22nd St S 18th	-	-	-	1,694,980	-	-	1,694,980
GR FDOT Forward Pinellas - 22nd St S 5th A	352,248	-	-	1,535,140	-	-	1,887,388
GR FDOT Forward Pinellas - 31st Street Sout	100,000	-	-	-	-	-	100,000
GR FDOT LAP - 18th Ave S Complete Street	1,341,235	-	-	5,113,969	-	-	6,455,204
GR FDOT LAP - 28th St 18th to 5th Ave Sout	404,333	-	-	1,277,045	-	-	1,681,378
GR FDOT LAP - 28th St 1st to 13th Ave N	226,489	760,046	-	-	-	-	986,535
GR FDOT LAP - 28th Street - 1st Ave N - Pin	322,558	813,671	-	-	-	-	1,136,229
GR FDOT LAP - 62nd Ave S Trail	198,467	-	1,172,269	-	-	-	1,370,736
GR FDOT LAP - 6th St - 4th A/S to Mirror L	392,244	-	-	-	-	-	392,244
GR FDOT LAP - 71st St Trail	732,404	-	-	-	-	-	732,404
GR FDOT LAP - Central Ave 31st to 34th St	178,748	643,237	-	-	-	-	821,985
GR FDOT LAP - North Shore Elementary	1,590,144	-	-	-	-	-	1,590,144
GR Forward Pinellas - 1st Avenue South Bike	-	-	-	-	224,913	-	224,913
GR Forward Pinellas - Salt Creek Trail	-	-	838,813	-	2,923,844	-	3,762,657
Total Resources	5,998,881	2,479,863	2,011,082	13,425,977	3,148,757	-	27,064,560
Transportation & Parking Management							
18th Avenue South Complete Streets	-	-	-	5,113,969	-	-	5,113,969
1st Avenue South Bikeway-2nd Street to 7th	-	-	-	-	224,913	-	224,913
22nd Street - 5th to 9th Avenues S	-	-	-	2,686,944	-	-	2,686,944
22nd Street S - 18th Avenue South to 11th Av	-	-	-	1,694,980	-	-	1,694,980
22nd Street S - 5th Ave S to 1st Avenue North	-	-	-	1,535,140	-	-	1,535,140
28th Street - 18th Avenue South to 5th Avenu	-	-	-	1,277,045	-	-	1,277,045
28th Street - 1st Ave North to 13th Ave North	-	760,046	-	-	-	-	760,046
28th Street - 1st Avenue N - Pinellas Trail	-	813,671	-	-	-	-	813,671
62nd Avenue South Trail - 22nd Street to ML	-	-	1,172,269	-	-	-	1,172,269
Central Avenue - 31st to 34th Streets	-	643,237	-	-	-	-	643,237
Pinellas Trail Neighborhood Connections	-	262,909	-	1,117,899	-	-	1,380,808
Salt Creek Trail Extension	-	-	838,813	-	2,923,844	-	3,762,657
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	5,962,217	-	-	-	-	-	5,962,217
Total Requirements	5,962,217	2,479,863	2,011,082	13,425,977	3,148,757	-	27,027,896
Unappropriated Balance	36,664	36,664	36,664	36,664	36,664	36,664	36,664

Notes

1) GR = Grant Funding

Citywide Infrastructure Capital Improvement (3027)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	60,935,076	-	-	-	-	-	60,935,076
Earnings on Investments	2,293,632	500,000	500,000	500,000	500,000	500,000	4,793,632
Local Option Sales Surtax	57,246,581	25,740,979	26,441,319	32,073,852	32,633,151	33,231,521	207,367,403
Total Resources	120,475,289	26,240,979	26,941,319	32,573,852	33,133,151	33,731,521	273,096,111
Bridge Recon/Replacement							
157126 17th Street N over Booker Creek		500,000	-	-	-	-	500,000
157127 Burlington Avenue over Booker Cree		200,000	-	-	-	-	200,000
157189 Overlook Dr NE over Smacks Bayou		1,200,000	-	7,000,000	4,250,000	-	12,450,000
157191 Snell Isle Blvd NE over Coffee Pot B		-	-	2,000,000	1,000,000	-	3,000,000
157236 7th Street N Over Gateway		-	-	600,000	1,250,000	-	1,850,000
157367 58th St N over Bear Creek		-	1,000,000	-	-	-	1,000,000
157408 62nd Ave S at Maximo		500,000	-	-	-	-	500,000
Bridge Life Extension Program		1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Housing							
Affordable Housing Land Acquisitions		1,750,000	-	-	-	-	1,750,000
Neighborhoods							
Neighborhood Enhancement		-	225,000	150,000	150,000	150,000	675,000
Neighborhood Partnership Grants		75,000	-	75,000	-	75,000	225,000
Sanitary Sewer Collection System							
SAN Annual Pipe CIPP Lining Program		4,000,000	2,000,000	2,000,000	2,000,000	-	10,000,000
SAN Annual Pipe Repair & Replacement		3,000,000	3,000,000	3,000,000	3,000,000	5,000,000	17,000,000
Street & Road Improvements							
Alley and Roadway Reconstruction - Brick		100,000	200,000	200,000	200,000	200,000	900,000
Alley Reconstruction - Unpaved		200,000	200,000	200,000	200,000	200,000	1,000,000
Curb/Ramp Reconstruction		400,000	400,000	400,000	400,000	400,000	2,000,000
School Zone Upgrades		300,000	-	-	-	-	300,000
Sidewalk Reconstruction		1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	6,500,000
Street and Road Improvements		6,500,000	6,500,000	6,500,000	7,500,000	7,500,000	34,500,000
Transportation & Parking Management							
Complete Streets		400,000	400,000	400,000	400,000	400,000	2,000,000
Neighborhood Transportation Management Pr		150,000	150,000	150,000	150,000	150,000	750,000
Sidewalk Expansion Program		350,000	350,000	350,000	350,000	350,000	1,750,000
Sidewalks - Neighborhood & ADA Ramps		350,000	350,000	350,000	350,000	350,000	1,750,000
Wayfaring Signage		-	100,000	100,000	100,000	100,000	400,000
Undefined/Other							
Seawall Renovations & Replacement		1,500,000	2,000,000	2,000,000	2,000,000	2,000,000	9,500,000
Transfer Repayment Debt Service		830,524	845,296	860,068	873,199	889,612	4,298,699
Inflation Contingency	-	-	366,875	1,163,750	1,582,500	1,467,500	4,580,625
Prior Year Funding	118,168,899	-	-	-	-	-	118,168,899
Total Requirements	118,168,899	25,105,524	20,887,171	30,298,818	28,555,699	22,032,112	245,048,223
Assignment Affordable Housing Land	-	-	1,500,000	1,500,000	1,500,000	1,500,000	6,000,000
Assignment Bridge Replacement	1,000,000	(590,000)	740,000	(1,000,000)	(150,000)	3,375,000	3,375,000
Assignment Debt Service (Bridge)	830,524	14,772	14,772	13,131	16,413	20,831	910,443
Assignment Transfer to Recreation &	-	1,840,000	3,740,000	1,585,000	3,000,000	7,000,000	17,165,000
Unappropriated Balance	475,866	346,549	405,925	582,828	793,867	597,445	597,445

Recreation and Culture Capital Improvement (3029)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	12,983,700	-	-	-	-	-	12,983,700
Earnings on Investments	572,316	200,000	200,000	200,000	200,000	200,000	1,572,316
Local Option Sales Surtax	10,614,868	8,637,241	7,601,273	6,199,804	5,800,023	5,892,823	44,746,032
Transfer Citywide Infrastructure Fund	9,788,000	-	-	-	-	-	9,788,000
Transfer Public Safety Capital Improvement	192,726	-	-	-	-	-	192,726
Total Resources	34,151,610	8,837,241	7,801,273	6,399,804	6,000,023	6,092,823	69,282,774
Athletic Facilities							
Athletic Facilities Improvements		200,000	200,000	200,000	200,000	200,000	1,000,000
City Facilities							
Mahaffey Theater Improvements		400,000	400,000	400,000	400,000	400,000	2,000,000
Libraries							
General Library Improvements		175,000	175,000	175,000	175,000	175,000	875,000
Mirror Lake Community Library - HVAC Rep		677,900	-	-	-	-	677,900
Mirror Lake Community Library Water Intrus		1,100,000	2,420,000	-	-	-	3,520,000
Mirror Lake Library Entry Step Replacement		20,000	164,000	-	-	-	184,000
Parks & Open Space							
Park Facilities Improvements		350,000	350,000	350,000	350,000	350,000	1,750,000
Parks Lighting Improvements		100,000	100,000	100,000	100,000	100,000	500,000
Play Equipment Replacement		800,000	800,000	800,000	800,000	800,000	4,000,000
Preserve Improvements		100,000	100,000	100,000	100,000	100,000	500,000
Roser Park Sidewalk Improvements		-	-	400,000	-	-	400,000
Pool Improvements							
Swimming Pool Improvements		400,000	400,000	400,000	400,000	400,000	2,000,000
Recreation/Community Centers							
Recreation Center Improvements		300,000	300,000	300,000	300,000	300,000	1,500,000
Sunshine Center HVAC and Window Replace		1,900,000	-	-	-	-	1,900,000
Sunken Gardens							
Sunken Gardens Waterproofing & Painting U		600,000	-	-	-	-	600,000
Undefined/Other							
Transfer Repayment Debt Service		1,502,776	1,529,505	1,556,234	1,579,994	1,609,693	7,778,202
Inflation Contingency	-	-	135,225	161,250	211,875	282,500	790,850
Prior Year Funding	31,024,900	-	-	-	-	-	31,024,900
Total Requirements	31,024,900	8,625,676	7,073,730	4,942,484	4,616,869	4,717,193	61,000,852
Assignment for Debt Service (SA & OML)	2,671,276	(206,971)	(206,971)	(209,940)	(204,001)	(214,465)	1,628,928
Assignment for Enoch Davis Recreation	-	650,000	880,000	1,595,000	1,500,000	1,530,000	6,155,000
Unappropriated Balance	455,434	223,970	278,484	350,744	437,899	497,994	497,994

Notes

- 1) Projects shown in the plan for years 2025-2029 may be moved on a year-to-year basis to balance this fund. Decisions to move projects will be based on the status of previously scheduled projects and project priorities.
- 2) The City issued Non-Ad Valorem Revenue Note, Series 2020 in FY20 to fund a portion of the Shore Acres Recreation Center and the Obama Main Library Renovation projects. Repayment began in FY21 and ends in FY30.
- 3) There is no inflation contingency calculating on the Transfer Repayment Debt Service Project.
- 4) A total of \$1,628,928 is programmed to be assigned in FY25-29 for debt service repayment for the Shore Acres Recreation Center and the Obama Main Library Renovation projects.
- 5) A total of \$6,155,000 is programmed to be assigned in FY25-29 for the Enoch Davis Recreation Center Improvement Project.

Multimodal Impact Fees Capital Improvement (3071)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	8,916,472	-	-	-	-	-	8,916,472
Earnings on Investments	378,816	87,000	87,000	87,000	87,000	87,000	813,816
Transfer District 11	1,391,248	350,000	350,000	350,000	350,000	350,000	3,141,248
Transfer District 8	19,195	25,000	25,000	25,000	25,000	25,000	144,195
Transfer Intown (District 11)	1,596,805	350,000	350,000	350,000	350,000	350,000	3,346,805
Total Resources	12,302,536	812,000	812,000	812,000	812,000	812,000	16,362,536
Street & Road Improvements							
31st Street South Complete Streets Study		-	-	-	-	-	-
Traffic Circulation - MIF & GATISAF							
Downtown Intersection & Pedestrian Facilitie		250,000	250,000	250,000	250,000	250,000	1,250,000
Traffic Safety Program		125,000	100,000	100,000	75,000	75,000	475,000
Transportation & Parking Management							
28th Street - 1st Ave North to 13th Ave North		400,000	-	-	-	-	400,000
Complete Streets		400,000	450,000	500,000	500,000	500,000	2,350,000
Sidewalk Expansion Program		-	50,000	-	50,000	-	100,000
Inflation Contingency	-	-	21,250	42,500	65,625	82,500	211,875
Prior Year Funding	8,657,378	-	-	-	-	-	8,657,378
Total Requirements	8,657,378	1,175,000	871,250	892,500	940,625	907,500	13,444,253
Unappropriated Balance	3,645,158	3,282,158	3,222,908	3,142,408	3,013,783	2,918,283	2,918,283

Downtown Parking Capital Improvement (3073)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	6,777,165	-	-	-	-	-	6,777,165
Earnings on Investments	258,146	100,000	100,000	100,000	100,000	100,000	758,146
Transfer Parking Revenue Fund	1,416,000	2,050,000	-	-	300,000	-	3,766,000
Total Resources	8,451,311	2,150,000	100,000	100,000	400,000	100,000	11,301,311
Transportation & Parking Management							
Al Lang Parking Lot Resurfacing and Striping		600,000	-	-	-	-	600,000
MSC Garage Structure Renovation and Rehab		2,200,000	-	-	-	-	2,200,000
New Meter Technology		200,000	-	-	200,000	-	400,000
New Meters Downtown		200,000	-	-	200,000	-	400,000
SouthCore Garage Lighting Upgrade		80,000	-	-	-	-	80,000
Trolley Purchase & Acquisition		250,000	-	-	-	-	250,000
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	5,940,855	-	-	-	-	-	5,940,855
Total Requirements	5,940,855	3,530,000	-	-	400,000	-	9,870,855
Unappropriated Balance	2,510,456	1,130,456	1,230,456	1,330,456	1,330,456	1,430,456	1,430,456

Water Resources Capital Projects (4003)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	236,387,888	-	-	-	-	-	236,387,888
Bond Proceeds	29,028,951	-	-	-	-	-	29,028,951
Connection Fees/Meter Sales Reclaimed	230,862	125,000	125,000	125,000	125,000	125,000	855,862
Connection Fees/Meter Sales Sewer	199,561	100,000	100,000	100,000	-	100,000	599,561
Connection Fees/Meter Sales Water	2,433,139	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	10,433,139
Earnings on Investments	9,842,990	2,500,000	500,000	500,000	500,000	500,000	14,342,990
Future Borrowings	44,287,000	63,790,000	61,392,000	62,504,000	60,935,000	62,585,000	355,493,000
GR FDEP SWWRF Mitigation Grant	8,870,000	-	-	-	-	-	8,870,000
GR FEMA Hazard Mitigation Grant	443,650	-	-	-	-	-	443,650
GR TBEP	150,000	-	-	-	-	-	150,000
Reclaimed Water Assessments	30,978	15,000	15,000	15,000	15,000	15,000	105,978
Transfer WR Operating Fund	52,928,000	44,726,526	52,852,000	53,964,000	52,495,000	54,045,000	311,010,526
Water Closet Fees (Impact Fees)	2,721,374	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	8,721,374
Total Resources	387,554,393	114,056,526	117,784,000	120,008,000	116,870,000	120,170,000	976,442,919
Computerized Systems							
ASM Computer HW/SW Replace/Enhance		125,000	125,000	125,000	125,000	125,000	625,000
ASM SAN Storage		-	-	-	-	250,000	250,000
ASM SCADA Hardware Upgrades		-	-	150,000	-	-	150,000
ASM SCADA Security Device Upgrade		-	-	-	-	275,000	275,000
ASM WRD Facilities Connection Upgrade		1,000,000	-	-	-	-	1,000,000
Lift Station Improvements							
LST Additional Lift Station 88		12,000,000	-	-	-	-	12,000,000
LST Demolition & Construction of EQ Tanks		12,000,000	8,000,000	5,000,000	-	-	25,000,000
LST Electrical Upgrades		300,000	300,000	300,000	300,000	300,000	1,500,000
LST Engineering Rehabilitation/Replacement		4,600,000	4,850,000	-	-	-	9,450,000
LST NE2 Wet Weather		500,000	-	1,300,000	2,400,000	-	4,200,000
LST Office and Shop		-	5,000,000	5,000,000	-	-	10,000,000
LST Pump, Valves, Piping		350,000	350,000	350,000	350,000	500,000	1,900,000
LST Rehab/Replace		5,500,000	5,500,000	4,500,000	4,500,000	6,000,000	26,000,000
LST Replace Stationary Generators		400,000	500,000	-	-	-	900,000
LST SCADA Enhancements		50,000	675,000	50,000	700,000	50,000	1,525,000
Reclaimed Water System Improvements							
REC Bridge Replacement		-	400,000	200,000	200,000	200,000	1,000,000
REC Large Main Replacement		2,000,000	2,000,000	2,000,000	2,000,000	-	8,000,000
REC Main/Valve/Tap/Flushing Appurt		150,000	150,000	150,000	150,000	300,000	900,000
REC NW PCCP Replace 2 A/N to 5 A/S @ 6		-	-	5,500,000	5,500,000	-	11,000,000
REC NW PCCP Replace NWWRF 2 A/N		8,000,000	8,000,000	4,000,000	-	-	20,000,000
REC Service Taps & Backflows		125,000	125,000	125,000	125,000	125,000	625,000
REC Shore Acres RWS Replacement		-	-	-	500,000	-	500,000
REC Small Main Replacement		1,000,000	1,200,000	1,300,000	1,400,000	1,500,000	6,400,000
REC Snell Isle RWS Replacement		-	-	-	-	200,000	200,000

Water Resources Capital Projects (4003)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Sanitary Sewer Collection System							
SAN 62nd Ave NE		600,000	4,000,000	-	-	-	4,600,000
SAN Annual Bridge Replacements		500,000	500,000	500,000	500,000	-	2,000,000
SAN Annual Manhole Rehabilitation Program		800,000	800,000	800,000	800,000	800,000	4,000,000
SAN Aqueous Crossing Rehabilitation		50,000	50,000	50,000	50,000	50,000	250,000
SAN Gravity Extensions		100,000	100,000	100,000	100,000	100,000	500,000
SAN I&I Diagnosis Repairs		700,000	450,000	450,000	450,000	450,000	2,500,000
SAN Large Diameter Pigging		200,000	50,000	200,000	50,000	200,000	700,000
SAN Lift Station 63 Force Main		600,000	-	-	4,650,000	-	5,250,000
SAN LST 85 FM Upgrade		-	-	500,000	-	5,000,000	5,500,000
SAN Manhole Ring and Cover Replacement		450,000	250,000	250,000	100,000	50,000	1,100,000
SAN NE-2 Capacity Improvements		1,500,000	3,000,000	6,000,000	-	-	10,500,000
SAN New Service Connections		100,000	100,000	100,000	-	100,000	400,000
SAN Priority Area CIPP		-	3,000,000	3,000,000	4,000,000	4,000,000	14,000,000
SAN Private Laterals		500,000	500,000	500,000	500,000	500,000	2,500,000
SAN San Martin Bridge Replacement		4,000,000	-	-	-	-	4,000,000
SAN Septic Tank Elimination		250,000	-	-	-	-	250,000
Undefined/Other							
Transfer to Water Resources Debt Fund		1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
Water Distribution System Improvements							
DIS 36" TM Replace Forest Lake		400,000	-	5,000,000	-	-	5,400,000
DIS AMI Program		-	-	-	12,000,000	13,000,000	25,000,000
DIS Annual Bridge Replacements		500,000	500,000	500,000	500,000	-	2,000,000
DIS Backflow Prevention/Meter Replacement		2,250,000	2,500,000	2,850,000	3,100,000	3,300,000	14,000,000
DIS Beach Dr Main Replacement		2,000,000	-	-	-	-	2,000,000
DIS Central Ave Main Replacement		-	1,500,000	-	-	-	1,500,000
DIS Contractor Main Replacement		1,000,000	1,500,000	2,000,000	2,000,000	2,000,000	8,500,000
DIS Downtown Main Replacement		4,000,000	6,000,000	8,000,000	8,000,000	8,500,000	34,500,000
DIS Engineering Pipe Replacement		-	-	500,000	4,000,000	5,000,000	9,500,000
DIS Main Relocation		150,000	150,000	150,000	150,000	150,000	750,000
DIS Main/Valve Replace/Aqueous Crossings		3,500,000	3,000,000	4,000,000	4,000,000	4,000,000	18,500,000
DIS New Water Main Extensions		100,000	100,000	100,000	100,000	100,000	500,000
DIS PC/FDOT Valve Cover & Hydrant Reloc		-	50,000	-	50,000	-	100,000
DIS San Martin Bridge Replacement		1,500,000	-	-	-	-	1,500,000
DIS Service Taps, Meters & Backflows		1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
DIS Upgrade 36" Transmission Main		-	-	-	1,000,000	-	1,000,000
Water Reclamation Facilities Improvements							
NE #3 Clarifier Rehabilitation		-	-	1,600,000	-	-	1,600,000
NE Actuator and Valve Replacement		-	200,000	-	200,000	-	400,000
NE Bar Screen Expansion		-	-	-	-	600,000	600,000
NE CCC Recoating		-	-	-	-	400,000	400,000
NE Clarifiers 3 & 4 Pumping Station Rehabili		2,000,000	-	-	-	-	2,000,000
NE Diffuser System Rehabilitation		500,000	-	-	-	500,000	1,000,000
NE Drying Pad Upgrade		-	-	-	1,250,000	-	1,250,000
NE Electrical Distribution Improvements		11,500,000	5,000,000	-	-	-	16,500,000
NE Existing Aerator Modification		-	-	-	-	400,000	400,000
NE Filter Addition		2,000,000	9,500,000	10,000,000	1,100,000	-	22,600,000
NE Filter Backwash Basin Upgrades		-	850,000	-	-	-	850,000
NE Grit Removal Upgrade		-	-	-	800,000	-	800,000
NE Headworks Upgrade & Expansion		-	-	-	800,000	-	800,000
NE Influent Buildings Pumping Evaluation		350,000	-	-	-	-	350,000

Water Resources Capital Projects (4003)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
NE Influent Gravity Main Rerouting		-	-	-	-	200,000	200,000
NE Influent Wet Well Rehabilitation		450,000	-	-	-	-	450,000
NE Injection Well Acidization		850,000	-	-	-	-	850,000
NE Maintenance Shop Replacement		-	-	-	2,400,000	4,000,000	6,400,000
NE New Plant Pump Station Upgrade		-	-	-	500,000	-	500,000
NE Odor Control Upgrade / Overhaul		-	-	500,000	-	-	500,000
NE Operations & Lab Building Replacement		-	-	-	5,200,000	4,000,000	9,200,000
NE Pipe Repairs/Lined/Replace		500,000	-	500,000	-	500,000	1,500,000
NE Process Control Instruments		-	-	-	300,000	-	300,000
NE SCADA Upgrade		100,000	100,000	100,000	100,000	100,000	500,000
NE Secondary Grit Removal System		-	-	300,000	-	1,200,000	1,500,000
NE Sludge Storage Tank Modification		-	-	-	700,000	-	700,000
NW Actuator and Valve Replacement		-	200,000	-	300,000	-	500,000
NW Automatic Security Fencing		75,000	-	-	-	-	75,000
NW Bleach System Replacement		-	-	100,000	-	-	100,000
NW CCC Expansion		-	-	-	-	480,000	480,000
NW Clarifier #3 Rehabilitation		-	-	-	-	1,600,000	1,600,000
NW Clarifier #4 Rehab & Piping		2,000,000	-	-	-	-	2,000,000
NW Disk Filter Rehabilitation		250,000	-	-	-	-	250,000
NW Drying Pad Upgrade		-	-	-	-	1,200,000	1,200,000
NW Facility Plan		1,250,000	-	-	-	-	1,250,000
NW In-Plant Lift Station #1 Rehabilitation		-	-	500,000	-	-	500,000
NW Irrigation System Replacement		-	-	-	-	100,000	100,000
NW Maintenance Shop Replacement		-	-	2,000,000	2,000,000	-	4,000,000
NW Operations & Lab Building Replacement		-	-	5,200,000	4,000,000	-	9,200,000
NW Pipe Repairs/Lining/Replacement		500,000	-	500,000	-	500,000	1,500,000
NW SCADA Upgrade		400,000	100,000	100,000	100,000	100,000	800,000
NW Sludge Tank #4 Modification		-	2,500,000	-	-	-	2,500,000
NW WAS Transfer Pump Station Rehabilitati		-	-	-	200,000	2,000,000	2,200,000
NW Well Acidization		-	-	-	-	1,000,000	1,000,000
SW Additional Effluent Filters		-	-	-	-	600,000	600,000
SW CHP Generator Replacement		1,000,000	-	-	-	-	1,000,000
SW Digester 3		-	725,000	-	-	6,500,000	7,225,000
SW Injection Well Acidization		-	-	-	1,500,000	-	1,500,000
SW Inplant Lift Station Improvements		-	-	1,500,000	-	-	1,500,000
SW Maintenance Shop Replacement		4,000,000	-	-	-	-	4,000,000
SW Mesophilic Heat Exchanger		250,000	-	-	-	-	250,000
SW Operations and Lab Building Replacemen		7,700,000	-	-	-	-	7,700,000
SW Pumps and Pipes Replacement		-	-	-	-	300,000	300,000
SW Rehab & Clean Primary Clarifier 1		-	-	-	1,000,000	-	1,000,000
SW Rehab & Clean Primary Clarifier 2		-	-	-	-	1,000,000	1,000,000
SW SCADA Improvements		475,000	100,000	100,000	100,000	100,000	875,000
SW Screw Press Rehabilitation/Replacement		-	-	-	500,000	500,000	1,000,000
SW Secondary Clarifier 3 Rehabilitation		-	800,000	-	-	-	800,000
SW Upgrade Coarse Screens		-	-	-	250,000	-	250,000
SW Upsize Influent Pumps		-	-	-	-	400,000	400,000
SW WAS Holding Tank		50,000	550,000	-	6,000,000	-	6,600,000
Water Resources Building Improvements							
FAC Emergency Power Consolidation		-	-	2,000,000	-	-	2,000,000
FAC Equip and Warehouse Replacement		5,500,000	-	-	-	-	5,500,000
FAC St. Pete Water Plan Update		-	-	50,000	1,000,000	-	1,050,000
FAC WRD Main Campus Reconfiguration		-	1,000,000	-	-	-	1,000,000

Water Resources Capital Projects (4003)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Water Treatment/Supply							
COS Filter Improvements		-	-	-	500,000	4,000,000	4,500,000
COS Lime Softening Upgrades		-	-	-	600,000	-	600,000
COS McMullen Booth Interties PWC-SOP		-	250,000	-	-	-	250,000
COS On-Site Sodium Hypochlorite Regenerat		-	-	-	-	750,000	750,000
COS SCADA Improvements		830,000	90,000	-	100,000	-	1,020,000
COS Storage Tank - Plant Water		-	-	-	750,000	-	750,000
COS Switchgear VFD/Pumps		-	16,500,000	12,500,000	9,500,000	7,500,000	46,000,000
COS Unused Equipment & Site Remediation		-	-	-	-	500,000	500,000
OBE Replace Existing Tanks With Concrete		750,000	8,500,000	8,500,000	-	-	17,750,000
WAS Replace Existing Tanks With Concrete		750,000	-	-	-	8,500,000	9,250,000
Inflation Contingency	-	-	2,843,500	5,657,500	8,070,000	10,815,500	27,386,500
Prior Year Funding	377,682,416	-	-	-	-	-	377,682,416
Total Requirements	<u>377,682,416</u>	<u>120,580,000</u>	<u>117,783,500</u>	<u>120,007,500</u>	<u>116,870,000</u>	<u>120,170,500</u>	<u>973,093,916</u>
Assignment Bond Interest Earnings FY23	<u>3,300,079</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,300,079</u>
Unappropriated Balance	<u>6,571,898</u>	<u>48,424</u>	<u>48,924</u>	<u>49,424</u>	<u>49,424</u>	<u>48,924</u>	<u>48,924</u>

Notes

- 1) GR= Grant Funding
- 2) AMP= Management review goals linked to Asset Management Principles LA Consulting Recommendation
- 3) MP= Master Plan
- 4) I&I= Inflow and Infiltration

Stormwater Drainage Capital Projects (4013)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	13,095,943	-	-	-	-	-	13,095,943
Bond Proceeds	6,561,049	-	-	-	-	-	6,561,049
Contributions from Developers	10,000	-	-	-	-	-	10,000
Earnings on Investments	660,621	126,000	126,000	126,000	126,000	126,000	1,290,621
Future Borrowings	8,590,000	10,937,500	15,400,625	13,020,000	17,630,000	16,940,000	82,518,125
GR DEP Resilient Florida/Bartlett Lake SDI	1,500,000	-	-	-	-	-	1,500,000
GR DEP Resilient Florida/Basin C Conveyanc	900,000	-	-	-	-	-	900,000
GR DEP Resilient Florida/Basin C Pump Stati	10,675,000	-	-	-	-	-	10,675,000
GR DEP Resilient Florida/Shore Acres Resilie	7,874,335	-	-	-	-	-	7,874,335
GR DEP Resilient Stormwater Infrastructure	8,000	-	-	-	-	-	8,000
GR FEMA Flood Mitigation	8,560	-	-	-	-	-	8,560
GR SWFWMD 50th A/N West of 5th St	2,729,000	-	-	-	-	-	2,729,000
GR SWFWMD 7th Street	114,658	-	-	-	-	-	114,658
GR SWFWMD Various	-	-	1,500,000	1,000,000	1,000,000	1,000,000	4,500,000
GR SWFWMD Watershed Management	328,761	-	-	-	-	-	328,761
GR TBERF Little Bayou Water Quality Imps	280,000	-	-	-	-	-	280,000
PinCo -Road Transfer Agreement 62nd Ave	250,000	-	-	-	-	-	250,000
Transfer Stormwater Utility Fund	11,443,250	9,911,500	13,774,625	11,894,000	16,504,000	15,814,000	79,341,375
Total Resources	65,029,177	20,975,000	30,801,250	26,040,000	35,260,000	33,880,000	211,985,427
Lift Station Improvements							
Stormwater Pump Stations		300,000	300,000	300,000	300,000	300,000	1,500,000
Storm Drainage Improvements							
62nd Ave N Stormwater System Resiliency I		-	1,500,000	4,000,000	-	-	5,500,000
88th Avenue North SDI		-	-	-	2,000,000	4,000,000	6,000,000
Bartlett Lake/Salt Creek Pump Station		475,000	9,000,000	-	-	-	9,475,000
Local-Scale Stormwater Mitigation Projects		6,412,000	10,000,000	10,000,000	10,000,000	10,000,000	46,412,000
Master Plan Projects		500,000	-	1,000,000	1,000,000	2,000,000	4,500,000
Minor Storm Drainage		-	-	250,000	250,000	250,000	750,000
Shore Acres Arizona SDI		1,000,000	-	-	8,000,000	-	9,000,000
Shore Acres Denver SDI		500,000	5,200,000	-	-	-	5,700,000
Stormwater System Resiliency Enhancements		-	-	1,000,000	1,000,000	1,000,000	3,000,000
Stormwater Management Projects							
Appian Way & Vicinity Resiliency		-	-	-	1,000,000	-	1,000,000
Connecticut Ave NE & Vicinity Resiliency S		3,500,000	-	-	-	-	3,500,000
Crescent Lake Water Quality Improvements		600,000	1,300,000	-	-	-	1,900,000
Drainage Line Rehab/Replacement		-	2,000,000	2,500,000	2,500,000	2,500,000	9,500,000
Lake Improvements		-	-	500,000	500,000	500,000	1,500,000
MLK South of Salt Creek to 32nd Avenue So		1,500,000	-	5,000,000	-	-	6,500,000
Shore Acres Flood Gate System		500,000	500,000	-	6,000,000	10,000,000	17,000,000
Stormwater Vaults & Backflow Preventers		3,588,000	250,000	250,000	250,000	250,000	4,588,000
Water Resources Building Improvements							
FAC Equip and Warehouse Replacement		3,000,000	-	-	-	-	3,000,000
Inflation Contingency	-	-	751,250	1,240,000	2,460,000	3,080,000	7,531,250
Prior Year Funding	63,934,977	-	-	-	-	-	63,934,977
Total Requirements	63,934,977	21,875,000	30,801,250	26,040,000	35,260,000	33,880,000	211,791,227
Assignment Bond Interest Earnings FY23	180,790	-	-	-	-	-	180,790
Unappropriated Balance	913,410	13,410	13,410	13,410	13,410	13,410	13,410

Airport Capital Projects (4033)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	(293,612)	-	-	-	-	-	(293,612)
Earnings on Investments	539	-	-	-	-	-	539
GR FAA Design Runway 18/36	249	-	-	-	-	-	249
GR FAA Extend 7-25 and Taxiway "D"	-	-	-	108,000	540,000	2,250,000	2,898,000
GR FAA Master Plan Update	58,455	-	-	-	-	-	58,455
GR FAA Rehab Airfield Vault	990,000	630,000	-	-	-	-	1,620,000
GR FAA Rehab Taxiway "C"	-	-	-	-	-	54,000	54,000
GR FAA Runway 18/36	380,183	-	-	-	-	-	380,183
GR FAA Runway 7-25 Improvements	-	144,000	603,000	-	-	-	747,000
GR FAA Taxiway "A" Rehabilitation	-	-	108,000	1,710,000	-	-	1,818,000
GR FDOT Airport Runway 18/36	132,207	-	-	-	-	-	132,207
GR FDOT Construct 2nd Terminal Hangar	-	-	-	-	-	320,000	320,000
GR FDOT Design Runway 18/36	8,853	-	-	-	-	-	8,853
GR FDOT Extend 7-25 and Taxiway "D"	-	-	-	10,000	48,000	200,000	258,000
GR FDOT Fuel Farm Replacement	955,185	-	-	-	-	-	955,185
GR FDOT Master Plan Update	6,139	-	-	-	-	-	6,139
GR FDOT Rehab Airfield Vault	88,000	56,000	-	-	-	-	144,000
GR FDOT Rehab Apron	-	-	-	-	-	640,000	640,000
GR FDOT Rehab Taxiway "C"	-	-	-	-	-	5,000	5,000
GR FDOT Runway 7-25 Improvements	-	12,800	54,000	-	-	-	66,800
GR FDOT Taxiway "A" Rehabilitation	-	-	9,600	136,000	-	-	145,600
GR FDOT Upgrade Access Control Security S	105,600	-	-	-	-	-	105,600
Transfer Airport Operating Fund	320,600	4,000	16,000	37,000	12,000	291,000	680,600
Transfer Citywide Infrastructure Fund	123,202	-	-	-	-	-	123,202
Total Resources	2,875,600	846,800	790,600	2,001,000	600,000	3,760,000	10,874,000
Airport Improvements							
Construct 2nd Terminal Hangar	-	-	-	-	-	400,000	400,000
Extend Runway 7-25 and Taxiway "D"	-	-	-	121,000	600,000	2,500,000	3,221,000
Rehab Airfield Vault	-	686,000	-	-	-	-	686,000
Rehab Apron - Hangar #1 Ramp	-	-	-	-	-	800,000	800,000
Rehab Taxiway "C" - Design	-	-	-	-	-	60,000	60,000
Runway 7-25 Imp. for Current Critical Aircraf	-	160,000	670,000	-	-	-	830,000
Taxiway "A" Rehabilitation	-	-	120,000	1,880,000	-	-	2,000,000
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	2,623,730	-	-	-	-	-	2,623,730
Total Requirements	2,623,730	846,000	790,000	2,001,000	600,000	3,760,000	10,620,730
Unappropriated Balance	251,870	252,670	253,270	253,270	253,270	253,270	253,270

Notes

1) GR = Grant Funding

Marina Capital Improvement (4043)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	1,266,812	-	-	-	-	-	1,266,812
Earnings on Investments	52,186	11,000	11,000	11,000	11,000	11,000	107,186
Transfer Marina Operating Fund	600,000	-	-	450,000	700,000	200,000	1,950,000
Total Resources	1,918,998	11,000	11,000	461,000	711,000	211,000	3,323,998
Marina Improvements							
Marina Facility Improvements		200,000	200,000	200,000	200,000	200,000	1,000,000
Marina Piling Replacement		200,000	-	-	-	-	200,000
North Basin Development		100,000	150,000	250,000	500,000	-	1,000,000
Inflation Contingency	-	-	8,750	22,500	52,500	20,000	103,750
Prior Year Funding	726,024	-	-	-	-	-	726,024
Total Requirements	726,024	500,000	358,750	472,500	752,500	220,000	3,029,774
Unappropriated Balance	1,192,974	703,974	356,224	344,724	303,224	294,224	294,224

Port Capital Improvement (4093)

Resources / Requirements	Appropriated To Date	FY 2025 Adopted	FY 2026 Estimate	FY 2027 Estimate	FY 2028 Estimate	FY 2029 Estimate	CIP Total
Beginning Fund Balance	233,800	-	-	-	-	-	233,800
Earnings on Investments	6,257	-	-	-	-	-	6,257
GR FDOT Berth Rehab Initiative	95,259	-	-	-	-	-	95,259
GR FDOT/FTSTED Master Plan	150,000	-	-	-	-	-	150,000
Transfer from Port Operating Fund	187,809	-	-	-	-	-	187,809
Total Resources	673,125	-	-	-	-	-	673,125
Inflation Contingency	-	-	-	-	-	-	-
Prior Year Funding	654,064	-	-	-	-	-	654,064
Total Requirements	654,064	-	-	-	-	-	654,064
Unappropriated Balance	19,061	19,061	19,061	19,061	19,061	19,061	19,061

Notes

1) GR = Grant Funding

Exhibit L

**FDOT District Seven's Adopted Five-Year Work Program
Fiscal Years 2024/25 to 2028/29
Road Capacity Projects in the City of St. Petersburg**

Project No.	Roadway	From	To	Project Description	Project Phases	2023 LOS
256931-4/ 441250-2	Gandy Blvd.	4th St.	W of Gandy Bridge	Add Lanes & Construct	Prelim. Engineering	F
422904-2	I-275	N. of SR 687 (4 th Street)	N of Howard Frankland Bridge	Bridge Replace and Add Lanes	Construction	F
449109-1	I-275	N of 38th Ave. N.	N of 4th St. N.	Add Lanes & Construct	Prelim. Engineering, Construction	D/F
449109-2	I-275	N of I-375	N of 38th Ave. N.	Add Lanes & Construct	Prelim. Engineering, Right of Way Acquisition	F

Project No.	<2025	2025	2026	2027	2028	2029	Total	Revenue Sources
256931-4/ 441250-2	3,479,338	0	0	0	0	0	3,479,338	Federal, State
422904-2	945,396,839	0	0	0	0	0	945,396,839	Federal, State
449109-1	23,720,030	385,823,211	2,500,000	16,250,000	0	0	428,293,241	State
449109-2	29,190,758	413,564,631	2,500,000	16,250,000	0	0	461,505,389	Federal, State



Staff Report to the St. Petersburg City Council
Prepared by the Planning & Development Services Department,
Urban Planning and Historic Preservation Division

For Public Hearing and Executive Action on December 12, 2024
at 5:00 p.m. in the City Council Chambers, City Hall,
175 Fifth Street North, St. Petersburg, Florida.

City File: LGCP-CIE-2024
Annual Capital Improvements Element (CIE) Update

This is a City-initiated application requesting that City Council make a finding of consistency with the Comprehensive Plan and **APPROVE** the annual update to the Comprehensive Plan's Capital Improvements Element (CIE) for Fiscal Years (FY) 2025 to 2029.

PURPOSE

The Capital Improvements Element (CIE) annual update for Fiscal Years (FY) 2025 to 2029 represents the City's modification to the Capital Improvements Schedule of the currently adopted CIE including addition of the new fifth year (FY 2029). The modified schedule includes projects that are needed to meet future demands of development in accordance with Section 163.3202(2)(g), Florida Statutes. While there have been amendments to the Growth Management Act over the years, Florida law continues to require that the CIE and the schedule of capital improvements, also referred to as the Capital Improvement Program (CIP), be reviewed on an annual basis and modified as necessary.

While the purpose of the CIE is to consider the need, location and the efficient use of public facilities, the Capital Improvements Schedule demonstrates the fiscal feasibility of the element's goals. This is accomplished by estimating costs of improvements, analysis of the City's fiscal capability to finance and construct improvements, and adoption of financial policies to guide funding. To demonstrate the ability to provide for needed improvements, the City has adopted the Capital Improvement Schedule as part of the Comprehensive Plan. The Capital Improvement Schedule includes a schedule of projects, funding dates, all costs reasonably associated with the completion of the project, and a demonstration that the City has the necessary funding to provide public facility needs concurrent with or prior to previously issued Development Orders or future development.

BACKGROUND

The process of developing the CIE demonstrates that a reasonable, measurable and affordable plan is in place to reduce, eliminate or prevent facility deficiencies within the established specified time frame. The costs of projects may be paid or contracted for in phases, as necessary to meet or maintain the facility's adopted Level of Service (LOS) standard as provided for within the Comprehensive Plan. These facilities include:

1. potable water;
2. sanitary sewer;
3. solid waste;
4. drainage/stormwater; and
5. recreation.

In accordance with state statutes and mobility planning efforts at the county level, the LOS for roadways and mass transit were removed from the Comprehensive Plan in March of 2016. However, because the City continues to monitor transportation conditions for site impact review and transportation planning purposes, an analysis is included in this report.

Capital Improvement Plan - Financial Feasibility

Each year City Council adopts an operating budget and a capital improvement budget. The capital improvement budget is the first year of the five-year Capital Improvement Program (CIP). The annual CIE update reflects a subset of the City's recently adopted CIP in that it only includes project schedules that contribute to the above listed facility's LOS. Florida Statutes requires a statement of project financial feasibility, which is demonstrated through the identification of both committed revenue and planned revenue anticipated to undertake project expenditures as shown within the five-year schedule. All projects listed in the City's CIP are considered priority projects and deemed financially feasible.

While legislative changes no longer require the CIP to be financially feasible, the City continues to demonstrate a balanced program. Financial feasibility means that sufficient funding sources (revenues) are available for financing capital improvement projects (expenses) intended to achieve and maintain the adopted LOS standards. St. Petersburg accomplishes this by adhering to the following fiscal policies, codified in the City's Administrative Policies and Procedures:

1. General Fiscal Policy I.A.4. – “The city shall prepare and implement a Capital Improvement Program (CIP) consistent with State requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP Budget. The CIP shall balance the needs for improved public facilities and infrastructure, consistent with the city's Comprehensive Plan, within the fiscal capabilities and limitations of the city.”
2. General Fiscal Policy I.A.5. – “The city shall maintain its accounting records in accordance with Generally Accepted Accounting Principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB). In addition, federal and state grant accounting standards will be met.”
3. Fiscal Policy for Capital Expenditures and Debt Financing, Policy IV.A.1.a. – “Revenue projections for the one-year Capital Improvement Program Budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated fees and taxes, future earnings and bond market conditions.”

4. Fiscal Policy for Capital Expenditures and Debt Financing, Policy IV.A.2.a. – “Capital projects shall be justified in relation to the applicable elements of the City’s Comprehensive Plan.”

Population Estimate

Functional population for 2023 is used as the basis for the update. An estimate of functional population is needed to determine if a facility is meeting or exceeding the adopted level of service on a per capita basis. Functional population is defined as the number of people occupying space in the community on a 24 hour per day, seven day-per-week basis. By estimating the functional population of a community, estimations of current and future demand for certain facilities can be improved. The functional population for 2023 was calculated using a combination of the best available data from different sources to arrive at the most accurate population estimate. The base population number came from the University of Florida’s Bureau of Economic and Business Research’s (BEBR) 2023 population estimate of 266,653 for the City. Since BEBR does not include seasonal and tourist populations, the Southwest Florida Water Management District’s (SWFWMD) 2023 seasonal and tourist population of 15,272 was added. Finally, based on the estimated number of people per household, 2,056 individuals were added as a result of new residential dwelling units completed during the 2023 calendar year. The 2023 estimated functional population of **281,925** is supported by the best available data.

Functional population numbers will vary per LOS analysis due to service areas of those facilities extending outside of City boundaries.

CONCURRENCY & MOBILITY MONITORING REPORT (Sec. 16.03.070, City Code)

Concurrency monitoring allows for the determination of facility needs through the consideration of level of service (LOS), required repairs or renovations that reflect new system capacity and new growth demands for projects. A needs analysis for each facility is summarized below. A relative priority of need among facility type is indicated through the extent of improvements scheduled within the adopted CIP (see attached corresponding facility project schedule Exhibits A through L). The following annual concurrency and mobility monitoring report is provided in accordance with Section 16.03.070 of the City Code.

Solid Waste

Solid waste collection is the responsibility of the City, while solid waste disposal is the responsibility of Pinellas County. The City and the County have the same designated LOS of 1.3 tons per person per year, while there is no generation rate for nonresidential uses. The County currently receives and disposes of municipal solid waste and some construction and demolition debris, which are generated throughout Pinellas County. All solid waste disposed of at Pinellas County Solid Waste is recycled, combusted or buried at the Bridgeway Acres sanitary landfill. City recycling is handled at the local level and not disposed of at the County.

In calendar year 2023, the City’s collection demand for solid waste service was approximately 1.02 tons per person per year, resulting in a demand rate below the adopted LOS standard of 1.3. This figure is calculated by the total sum of collected commercial and residential solid waste tonnage including traditional recyclables (glass, paper, plastic and metals) divided by the City’s 2023 functional population.

$$287,359 / 281,925 = 1.02 \text{ tons per person per year}$$

Demand for solid waste service for all of Pinellas County in calendar year 2023 was 1.21 tons per person per year, below the adopted LOS waste disposal rate. The County's LOS figure is calculated by the total sum of solid waste tonnage collected at Pinellas County Solid Waste-to-Energy facility (584,155 tons) plus the landfill (596,107 tons), divided by the County's functional population.

$$(584,115 + 596,107 \text{ tons}) / 974,689 \text{ residents} = 1.21 \text{ tons per person per year}$$

Following the City's successful curb-side recycling program that began in 2015, traditional recycling has increased by 87% from 6,552 tons collected in 2015 to 12,233 tons collected in 2023. Additionally, the City diverted 54 tons of yard waste from the landfill, which is processed and recycled locally. The City and County's commitment to recycling and waste reduction programs, and the continued participation of residents and businesses in these programs, have assisted in keeping down the actual demand for solid waste disposal.

The Pinellas County Waste-to-Energy facility and the Bridgeway Acres Sanitary Landfill are the responsibility of the Pinellas County Solid Waste department and are operated and maintained under contract by two private companies. In calendar year 2023, the Waste-to-Energy facility incinerated 584,155 tons of solid waste and operated below its design operating capacity of incinerating approximately 930,750 tons of solid waste per year. The continuation of recycling efforts and the efficient operation of the Waste-to-Energy facility have helped to extend the life span of Bridgeway Acres. The landfill is expected to remain in use for approximately 80 years, based on current design, grading and projected disposal rates.

Solid waste facilities are operating within their LOS standard and there are no solid waste related projects scheduled in the five-year CIP.

Drainage/Stormwater

Drainage LOS identifies minimum criteria for existing and future facilities impacted by rain events. This is often quantified by a "design storm" with a specific duration, rainfall amount and return frequency. Currently the design storm used by the City is a 10-year return frequency, 1-hour duration storm as outlined in Drainage Ordinance, Section 16.40.030 of the Land Development Regulations (LDR). Unlike the other concurrency related facilities, stormwater LOS is not calculated with a per capita formula. Instead, the City implements the LOS standard through review of drainage plans for new development and redevelopment where all new construction of and improvements to existing surface water management systems will be required to meet design standards outlined in LDR Section 16.40.030. This ordinance requires all new development projects to be permitted through the City and SWFWMD to ensure projects meet quantity and quality design standards for stormwater treatment.

The adopted level of service consists of three parts that express the City's desire to upgrade drainage facilities through retrofit over time:

1. Construction of new projects and improvements to existing stormwater management systems require permits from the Southwest Florida Water Management District (SWFWMD) as applicable. As a condition to municipal development approval, new development and redevelopment within the City which requires a SWFWMD permit shall meet the District's water quantity and quality design standards. Development that is exempt from SWFWMD permitting requirements shall be required to obtain a letter of exemption.
2. Construction of new stormwater management systems and improvements to existing systems by the City and private entities are required to meet design standards outlined in the Drainage Ordinance. Improvements to the municipal stormwater drainage system will also be designed to convey the runoff from a 10-year, 1-hour storm event (equivalent to 3.1 inches over 60

minutes per State of Florida Department of Transportation Rainfall Intensity Curves for Zone VI, St. Petersburg, using the ten-year, one-hour design storm).

3. Due to the back log of municipal stormwater drainage system improvements and the time required to implement improvements, *existing conditions are adopted as the level of service*.

The city performed a Stormwater Management Plan Update in 2020-2024 that consisted of four (4) reports:

- Watershed Evaluation Report (2020) addressing how information was collected and developed for use in updating the Stormwater Management Master Plan.
- Watershed Model Development and Floodplain Analysis Report (2023) addressing hydrologic and hydraulic model development, model calibration/verification, and 100-year/24-hour floodplain analysis.
- Level of Service Analysis Report (2023) addressing the identification of level of service of various roadways and structures in the City.
- Best Management Practices (BMPs) Alternative Analysis Report (2024) that describes a selection of proposed BMP projects to reduce flooding and improve water quality.

Based on the level of service analysis, flooding complaints from the City's SeeClickFix database, and ongoing projects at the City, 73 BMPs were developed and conceptual solutions are presented in the BMP Alternative Analysis Report. The City will use these BMPs to guide future project development through the annual 5-year Capital Improvements Program (CIP) process.

The City continues to demonstrate its commitment to funding stormwater drainage system improvements. In 2017, the Stormwater Utility Fee approved by Council was a flat fee of \$10.00 per month for each single-family residential parcel. In FY 2019 the fee was increased by 10% to \$11.00 per month. Recognizing the impact of parcel and building size on stormwater drainage, the City approved a four-tiered rate system in FY 2020 with a 9.09% overall rate increase. Subsequent fiscal year rate increases have been 10.07% in FY21, 16.01% in FY22, 15.00% in FY23, 8.50% in FY24, and 25% in FY25.

Drainage project schedules are listed in attached Fund 4013 (Exhibit H), identifying resource funding from SWFWMD grants, additional project matching funds from "Penny for Pinellas" are listed in Fund 3027 (Exhibit C).

Potable Water

The City's adopted LOS standard for potable water is 125 gallons per capita per day (gpcd) with a systemwide capacity of 68 million gallons per day (mgd). The water treatment plant, water transmission system, water repump facilities and water distribution system network were originally designed and constructed to serve at a higher LOS than current and projected demands.

The City provides potable water to residents of St. Petersburg, Gulfport, South Pasadena, and the Lealman and Bear Creek unincorporated communities with a 2023 estimated functional population of **344,174** people. Over the years the Water Conservation Coordinator's office has worked to implement targeted conservation initiatives including the toilet rebate program. These efforts increased efficient potable water usage by City customers, and in conjunction with reclaimed water use for irrigation, result in a current demand of approximately 78 gpcd. The City's purchase of water from Tampa Bay Water reflects the increased conservation and currently total approximately 28 mgd.

The City's successful reclaimed water program, initiated in 1977, has greatly reduced reliance on potable water for irrigation purposes while at the same time reducing the amount of treated effluent disposed through deep injection wells. Since 2000, the average annual daily demand for reclaimed water has been approximately 18.27 mgd.

The reclaimed water and conservation programs have resulted in excess capacity in the water distribution system, only in isolated situations is a developer responsible to pay for a system capacity upgrade to accommodate a development project. At this time no additional capital expenditures are anticipated beyond those required for replacement, maintenance, efficiency, energy conservation and modernization. Potable water distribution system project schedules are listed in Fund 4003 (Exhibit G).

Sanitary Sewer

The sanitary sewer LOS for wastewater collection and treatment was established in the Integrated Water Resources Master Plan (St. Pete Water Plan) that was completed by Jacobs in 2019. The LOS is intended to provide adequate protection against future sanitary sewer overflows with consideration for future conditions including population projections and climate change. The actual amount of wastewater requiring conveyance and treatment is directly related to per capita potable water demand within the City's Sanitary Sewer Service Area and the amount of inflow and infiltration anticipated from a 7-inch, 24-hour rainfall event.

The City owns and operates almost 900 miles of gravity sanitary sewer, and 82 lift stations to transfer wastewater to three Water Reclamation Facilities (WRFs). The Northeast, Southwest and Northwest WRFs provide the required wastewater treatment to meet regulatory requirements and produce reclaimed water for the City's reclaimed water distribution systems.

The adopted LOS for sanitary sewer is 166 gallons per capita per day (gpcd). The City provides wastewater treatment and disposal to residents of St. Petersburg, Gulfport, South Pasadena, St. Pete Beach, Treasure Island, Tierra Verde, and Ft. Desoto with a 2023 estimated functional population of **343,365** people. The City's average flow rate for Calendar Year (CY) 2023 was 29.45 mgd, while the aggregated sanitary sewer system's annual average capacity for its three wastewater treatment facilities is 56 mgd, resulting in an estimated excess annual average capacity of 26.55 mgd.

Following several major rain events in 2015-2016, the City increased its' peak wet weather wastewater treatment capacity from 112 mgd to approximately 157 mgd – a 40% increase in peak flow capacity. As outlined in the St. Pete Water Plan, the City is implementing system reliability improvements at the WRFs, aggressively improving the gravity collection system to decrease Inflow and Infiltration (I&I) which reduces peak flows at the WRFs, and addressing sea level rise system vulnerabilities at lift stations.

The City remains committed to continued I&I reduction. Also, the City is fully committed to implementing selected recommendations from the St. Pete Water Plan, which incorporates growth projections and outlines the required system and network improvements needed to provide a resilient wastewater collection and treatment system.

Water Resources' total capital improvement project schedules are listed in Fund 4003 (Exhibit G), which identifies a FY 2025 budget total of approximately \$120.5 million.

Recreation and Open Space

The City seeks to ensure that parks, open spaces, and recreational facilities are adequate and efficiently maintained for all segments and districts of the population consistent with the established LOS. The City has adopted and maintains a LOS standard of 9 acres of useable recreation and open space acres per 1,000 population.

As shown in the below table, the City is well within the adopted LOS standard, with a substantial excess of useable recreation and open space. With an adopted LOS standard of 9 acres, the City enjoys an estimated 26.3 acres per 1,000 permanent and seasonal residents. Recreation and cultural project schedules are listed in Fund 3029 (Exhibit D).

2023 Useable Recreation and Open Space Acres

Population	City (acres/1,000 persons) ¹	City and County (acres/1,000 persons) ²
266,653 (Permanent)	21.1	28.3
281,925 (Functional) ³	19.9	26.7

Table Notes

1. Total active and passive recreation/open space and preservation in the City is equal to approximately 5,635 acres.
2. Total useable recreation/open space and preservation in the City is equal to 7,534 acres when 1,899 acres for county parks is added, which includes Ft. De Soto (1136), Sawgrass Lake (390), War Veterans Memorial (122), Gandy Causeway (126), and Skyway Causeway (125).
3. Functional population includes seasonal and tourist populations (see definition in background section above).

Mobility Monitoring

The City of St. Petersburg is committed to the continued development of a comprehensive, inclusive, integrated, and connected transportation network where streets are designed, operated, and maintained to promote safety and accessibility for all users including people walking, bicycling, using public transit, driving, and operating commercial and emergency vehicles. In 2019, City Council adopted the Complete Streets Implementation Plan that outlined the direct actions and strategies the City would undertake to effectuate its multimodal network. Efforts remain underway for a series of capital improvements that consists of enhanced crosswalks, curb extensions, bike lanes, separated bike lanes, neighborhood greenways, shared lane markings, and trails.

The City eliminated LOS standards for major roads and transit when it adopted the Pinellas County Mobility Plan in 2016. The Mobility Plan provides a countywide framework for a coordinated multimodal approach to managing the traffic impacts of development projects as a replacement for local transportation concurrency systems, which are no longer required by the State of Florida because of the 2011 Community Planning Act. The Florida Department of Transportation's LOS target for state highways in urbanized areas is "D."

The City continues to monitor the LOS for motor vehicles on major roadways and the availability of transit service for transportation planning purposes and to assess the impact of land development projects and proposed rezonings and Future Land Use Map amendments on the surface transportation system. As shown in the below table, the total number of major roadway miles in the City (excluding the Interstate system) is approximately 212.

Miles of Major Roadways

Classification	Distance (Miles)
Principal Arterial	18.89
Minor Arterial	92.52
Collector and Neighborhood Collector	100.38
Total	211.78

Of the City's 212 roadway miles, 99% have a relatively low level of traffic congestion (LOS "A-D"), partially due to the street network's efficient grid pattern. Only the three roadway segments listed in the following table (consisting of 2.978 roadway miles) operate at a high level of traffic congestion (LOS "F"); there are currently no road segments that operate at a LOS "E." While the City no longer has an adopted roadway LOS standard, the vast majority of the City's major roads operate at the City's previously adopted LOS standard of "D" or better.

2023 LOS "F" Road Segments

Roadway Section	From	To	Jurisdiction	LOS	Distance (Miles)
40 th Ave. NE	1 st St. N	Shore Acres Blvd.	City	F	1.567
54th Ave. S	34th St. S	31st St. S	City	F	0.249
22nd Ave. N	I-275	34th St N	City	F	1.162
Total					2.978

Data Source: Forward Pinellas (2023 Level of Service Data)

Multimodal impact fees are assessed for development projects that are projected to have a larger traffic impact fee than previous land uses on the development site. Development projects projected to generate between 51 to 300 new PM peak hour trips and impact heavily congested roadways are required to address their impacts on the surface transportation system through the implementation of a transportation management plan. Development projects projected to generate over 300 new PM peak hour trips and impact heavily congested roads are required to submit a traffic impact study to identify potential traffic mitigation strategies.

The Pinellas Suncoast Transit Authority (PSTA) has provided countywide public transportation since 1984. The PSTA is contracted to provide the following service minimums for the City:

- approximately 2.5 million miles of fixed route service;
- approximately 217,000 miles of DART service;
- fixed route service within a 1/4 mile of approximately 90 percent of the service area; and
- headways less than one hour.

Due to the City's high population density and major attractors, all five of PSTA's top routes in terms of ridership in the fiscal year ending September 30, 2023, served the City, which include:

1. SunRunner
2. Route 52
3. Route 34
4. Route 18
5. Route 4

In addition to their fixed-route service, PSTA offers multiple innovative and technology-based programs. PSTA's Direct Connect program provides a \$5 discount on Uber or United Taxi trips to or from 26 locations around Pinellas County that connect with PSTA's route network. If riders are making 200% or less of the federal poverty level without an automobile or ride from a family member, they may qualify for PSTA's Transportation Disadvantaged (TD) program, which is now free to City residents. PSTA's TD Late Shift service provide on-demand transportation for an overnight job when bus service is not available. Properties within three-fourths of a mile of a PSTA route are served by PSTA's Americans with Disabilities Act (ADA) paratransit service, called PSTA Access. Eligibility for the Access program is set by federal law and is based on the inability to utilize existing fixed-route transit service due to a disability.

The SunRunner Bus Rapid Transit (BRT) system began serving riders on October 21, 2022. The SunRunner service connects downtown St. Petersburg to western St. Petersburg, South Pasadena, and St. Pete Beach. The SunRunner is the Tampa Bay region's first BRT project funded through the Federal Transit Administration's highly competitive Capital Investment Grant ("New Starts") Program with matching funds from the Florida Department of Transportation, PSTA and City of St. Petersburg. The SunRunner service has long operating hours and 15-minute daytime headways seven days a week. The service is rapid due to a limited number of stops, semi-dedicated lanes for most of its route, and extended green time at traffic signals when necessary to keep buses on schedule. Hybrid electric buses provide multi-door boarding and interior bicycle racks. SunRunner stations provide a comfortable waiting area for passengers and level boarding. The SunRunner served over 1 million riders within the first year of operation and had the highest ridership in the PSTA system. PSTA is currently designing a new SunRunner station closer to the downtown waterfront, which will be located on the northern side of 1st Avenue North and east of 2nd Street.

The City of St. Petersburg is committed to maintaining a safe transportation system for all users, including pedestrians and bicyclists. A Complete Streets administrative policy was signed in November 2015 that aims to make all city streets and travel ways safe and accommodating to all modes of transportation and pedestrians. As previously noted, City Council adopted the Complete Streets Implementation Plan in 2019, an update to the City's Bicycle Pedestrian Master Plan that was adopted in 2003 and which has largely been implemented. The City is implementing a two-phase plan of capital improvements that consists of bike lanes, separated bike lanes, neighborhood greenways, shared lane markings, and trails.

Multimodal Impact Fee improvement project schedules are listed in Fund 3071 (Exhibit E). Bicycle/Pedestrian Safety improvement project schedules are listed in Fund 3004 (Exhibit B). Downtown parking improvement project schedules are listed in Fund 3073 (Exhibit F). State roadway improvement project schedules are listed in FDOT District Seven's adopted 5-year work program (Exhibit L).

COMPREHENSIVE PLAN COMPLIANCE

The attached proposed ordinance contains a subset of the City's recently adopted CIP schedules that have been prepared to update the Capital Improvements Element of the Comprehensive Plan. The proposed CIP schedules do not commit the City to any financial expenditure beyond those itemized in the annual Capital Improvement Program (CIP) Budget. The following objective and policies from the Capital Improvements Element of the Comprehensive Plan are applicable to this annual update.

Policy CI1.1:

Those projects exceeding \$250,000, identified in the other elements of the Comprehensive Plan as necessary to maintain or improve the adopted level of service standards and which are of relatively large scale and high costs, shall be included in the Capital Improvement Element.

Objective CI5:

To demonstrate the City's ability to provide for needed improvements identified in the other elements of the Comprehensive Plan, the City shall develop and adopt the capital improvement schedule, as part of the Comprehensive Plan. The Capital Improvement Schedule shall include: a schedule of projects; funding dates; all costs reasonably associated with the completion of the project; and demonstrate that the City has the necessary funding to provide public facility needs concurrent with or prior to previously issued Development Orders or future development.

Policy CI5.1:

Proposed capital improvement projects must be reviewed by the planning department based on the following:

- A. General consistency with the Comprehensive Plan - projects found inconsistent with the Comprehensive Plan shall not be approved until appropriate revisions are made to the project and/or the Comprehensive Plan to achieve consistency.
- B. Evaluation of projects regarding the following eight areas of consideration from the State Comprehensive Planning Regulations:
 - 1. Elimination of Public Hazards;
 - 2. Elimination of Existing Capacity Deficits;
 - 3. Local Budget Impact;
 - 4. Locational Needs Based on Projected Growth Patterns (Activity Centers);
 - 5. Accommodation of New Development and Redevelopment Service Demands;
 - 6. Correction or replacement of obsolete or worn-out facilities;
 - 7. Financial Feasibility; and
 - 8. Plans of State Agencies and Water Management Districts that provide public facilities within the Local Government's jurisdiction.

The planning department shall advise the Department of Budget and Management of its findings regarding these eight areas of consideration to assist said Department with the ranking and prioritization of capital improvement projects.

CONCURRENCY ANALYSIS SUMMARY

The 2024 Annual Concurrency Report concludes that the City continued to maintain substantial excess capacity as defined by the adopted level of service standards for potable water, sanitary sewer, solid waste, stormwater and recreation. Continued improvements to the drainage system are required to address maintenance and projected deficiencies. Improvements to the wet-weather capacity of the sanitary sewer system are ongoing and address current and projected needs. The City's CIP projects generally fall under the category of "replacement" and "maintenance" rather than "new" facilities or even "expansion" of existing facilities, largely due to the built-out nature of the City.

PUBLIC HEARING PROCESS

The ordinance associated with the Comprehensive Plan annual CIE update is a modification to the 5-year schedule of capital improvements and is not a Comprehensive Plan text amendment. Pursuant to Section 163.3177(3)(b), Florida Statutes, only one (1) public hearing before City Council is required.

RECOMMENDATION

Staff recommends that City Council, make a finding of consistency with the Comprehensive Plan and APPROVE the annual update to the Comprehensive Plan's Capital Improvements Element (CIE) for Fiscal Years (FY) 2025-2029 described herein.

REPORT PREPARED BY:

Britton Wilson

11/14/24

Britton Wilson, AICP, Planner II
Urban Planning and Historic Preservation Division
Planning & Development Services Department

DATE

REPORT APPROVED BY:

Derek L. Kilborn

11/14/2024

Derek Kilborn, Manager
Urban Planning and Historic Preservation Division
Planning & Development Services Department

DATE

ATTACHMENT

Attachment: Proposed Ordinance 563-H with Exhibits A through L (CIP Schedules)

The following page(s) contain the backup material for Agenda Item: Ordinance 605-H, An ordinance concerning amendment of the City's 99-year lease of waterfront property for use by the Dali Museum to allow for expansion of the museum, as conditionally authorized by the referendum called by City ordinance 512-H and approved on November 8, 2022; making findings concerning such an amendment; approving such an amendment; providing for severability; and providing an effective date.

Please scroll down to view the backup material.



J-2

ST. PETERSBURG CITY COUNCIL
Meetings of December 5 and 12, 2024
Updated Council Memo

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

FROM: James Corbett, Administrator, City Development Administration

DATE: November 27, 2024

SUBJECT: An ordinance approving amendment of the City’s 99-year lease of waterfront property for use by the Dalí museum to allow for expansion of the museum, as conditionally authorized by the referendum called by City ordinance 512-H and approved on November 8, 2022

EXPLANATION: The City entered into a 99-year lease agreement with the Salvador Dali Museum (“Museum”) on November 29, 2007, establishing a cultural destination on the waterfront. As shown on the referendum Ordinance 512-H exhibit, the premises under the original lease consist of the parcels identified as Lots 1, 2, and 3 on the Center Plat, and those parcels are divided into two areas. The first area is comprised of Lots 1–2 and contains the Museum building, parking, and an open setback area. The second area is comprised of Lot 3 and contains a surface parking lot. Between those two areas (i.e., between Lots 1–2 and Lot 3) is a parcel identified on the Center Plat as Lot 6, which is *not* part of the leased premises but is a City right-of-way providing access to the Mahaffey Theater parking garage, which serves both the Mahaffey Theater (“Mahaffey”), Firestone Grand Prix of St. Petersburg (“FGPSP”) and the Museum.

In 2019, the Museum sought and received a commitment from the Pinellas County/Tourist Development Commission to fund a new parking garage on the leased surface parking lot (Lot “3”). Following that award, the Museum and City held many meetings tied to the viability of the proposed garage, and it was determined that it was not possible to construct and simultaneously meet City contractual obligations to the Mahaffey and FGPSP. Additional concerns included the aesthetics of eliminating any view corridor of the waterfront with two contiguous waterfront garage developments, nor was it allowed in the original Dali lease. In an effort to retain the funding established by the County, the Museum proposed a building expansion in place of the garage in a new location, with supporting renderings, directly west of the original museum, which required a taking of the strip of City land, Lot 6, which abutted both the museum and Lot 3 to the west.

To accommodate dedicating this land towards the Museum expansion effort, in 2021, a Citywide referendum and supporting ordinance (Ordinance 471-H) was prepared. Following first reading of said ordinance, the Museum withdrew the request, and the 2021 referendum did not proceed. In 2022, following continued discussion among stakeholders, a Citywide referendum was called by Ordinance 512-H (which is attached to this memo for reference) and approved by voters on November 8, 2022. The conditions in Ordinance 512-H established a process for the Museum to amend the current 99-year lease agreement with the City to utilize Lot 6 for the expansion of the Museum. The process established by that ordinance states that the initial such amendment must

be fully executed by December 31, 2024, or the authority granted by the 2022 referendum will expire. Pursuant to that ordinance, approval of such an amendment requires adoption of a non-emergency ordinance receiving at least six affirmative votes. The last opportunity to achieve this is with a new ordinance (accompanied by the amendment to be approved) presented to City Council for first reading on December 5, 2024, and for second reading and public hearing on December 12, 2024.

Following the 2022 referendum, the City has conducted extensive meetings with all pertinent development/legal/engineering staff to provide input to the Museum relative to a new facility concept. Additional efforts have been made by the City to assess impacts to nearby stakeholders with City contractual relationships (Mahaffey and FGSP), all affected by the Museums proposed facility expansion and construction process. Key dates in this process are as follows:

- The City delivered a contract to the Museum in April 2024 that satisfied all ordinance/referendum requirements.
- By August 2024, the Museums counsel advised that the submitted agreement was unacceptable.
- The City subsequently issued a letter (attached) dated September 20, 2024 to the Museum outlining the challenges in process, timing, and responsiveness to date. That letter made clear that continued negotiation needed to be based on the draft provided by the City in April.
- On September 24, the Museum provided a completely new amendment document that the City Attorney's Office concluded was insufficient to satisfy the referendum requirements.
- By October 22, 2024, the Museum submitted a revised version of that document. The City Attorney's Office concluded that it also failed to satisfy the referendum requirements and that no incremental changes would be sufficient to do so.
- On November 17, 2024, more than seven months after receiving the City's proposed draft amendment, the Museum provided the City with a response to that document. The Museums response proposed changes to the fundamental structure of the City's document that could not be fully evaluated—much less negotiated—in the four business days remaining before the regular submission deadline for the December 5 meeting of City Council.

The City understands that if the 2022 referendum expires without execution of an initial lease amendment that is consistent with the referendum, committed County funding may expire. Accordingly, the City and Museum have made best efforts to develop an Agreement that satisfies Ordinance 512-H in the hopes of keeping the project alive. Accordingly, Administration has ordered publication of notice of a public hearing on December 12, 2024. Attached to this memo is a proposed ordinance to approve the agreement.

Key updates to the within the Agreement include:

- Removal of dated and non-relevant components of the original Museum agreement, for example language tied to the original building construction
- The design of the potential Museum expansion/new facility, which while currently designed at grade, may change to an elevated structure above Lot 6, necessitating future Lot 6 or Lot 3 reconfigurations. This Agreement acknowledges the design change

potential and assures uninterrupted access for FGSP and Mahaffey as needed.

- With regards to the FGSP and Mahaffey, provisions provide for potential recovery if Museum causes a material adverse impact. Additionally, a mechanism is in place for maintaining communication via Dali updates to both FGSP and Mahaffey throughout the construction process to afford uninterrupted access and business operations.
- In an effort to protect the Museum collection, the standard City indemnification has been capped at the maximum insurable level (\$10M) required within the Agreement.
- Providing the Museum a mechanism, in the event the proposed building expansion does not proceed, to exit that component of the Agreement while retaining the core updated provisions of the new Amended and Restated Lease Agreement

Best efforts have been made to create a new Amended and Restated Lease Agreement. Due to the compressed and previously detailed negotiation process, Administration anticipates potential revisions to this Amended and Restated Lease Agreement may occur between now and the public hearing scheduled on December 12, 2024. Administration feels confident that the current version of the Agreement satisfies the 2022 referendum requirements, the needs of neighboring assets including the Mahaffey and the FGSP as well as provide a path for Dali to expand the current Museum.

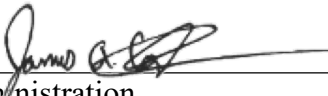
RECOMMENDATION: Administration recommends City Council approve the attached ordinance approving amendment of the City's 99-year lease of waterfront property for use by the Dalí museum to allow for expansion of the museum, as conditionally authorized by the referendum called by City ordinance 512-H and approved on November 8, 2022, following first and second reading of the title and a public hearing.


COST/FUNDING INFORMATION: N/A

ATTACHMENTS:

- Ordinance 512-H
- Proposed Ordinance 605-H
- Amended and Restated Lease Agreement (Exhibit to Proposed Ordinance)

APPROVALS:


Administration


Budget

ORDINANCE NO. 512-H

AN ORDINANCE CONCERNING POTENTIAL AMENDMENT OF THE CITY'S 99-YEAR LEASE OF WATERFRONT PROPERTY FOR USE BY THE DALÍ MUSEUM TO ALLOW FOR EXPANSION OF THE MUSEUM; MAKING FINDINGS CONCERNING SUCH AMENDMENT; CALLING A CITY-WIDE REFERENDUM TO APPROVE SUCH AMENDMENT, SUBJECT TO CERTAIN CONDITIONS, WITH THAT REFERENDUM TO BE HELD DURING A MUNICIPAL SPECIAL ELECTION SCHEDULED FOR NOVEMBER 8, 2022; AUTHORIZING CITY COUNCIL TO APPROVE AMENDMENT OF THE LEASE IN ACCORDANCE WITH THOSE CONDITIONS IF THAT REFERENDUM IS APPROVED; PROVIDING BALLOT TEXT FOR THAT REFERENDUM; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—FINDINGS: The City Council of the City of St. Petersburg, Florida, hereby makes the following findings:

- (a) St. Petersburg is home to the Dalí Museum (the "MUSEUM"), which celebrates the life and work of Salvador Dalí. The Museum is located at One Dalí Boulevard, St. Petersburg, Florida 33701, and is owned and operated by Salvador Dalí Museum, Inc., a Florida not-for-profit corporation established in 1980 as the "Salvador Dali Institute, Inc." (the "MUSEUM ORGANIZATION").
- (b) The Museum is located on City-owned waterfront property currently known as the "Duke Energy Center for the Arts" (the "CENTER FOR THE ARTS"). Also located within the Center for the Arts is a City-owned performing arts facility that is composed of a number of related amenities including a theater building, parking garage, surface parking, and civic plaza (collectively and as may be modified from time-to-time, the "THEATER FACILITY") that is currently known as the "The Duke Energy Center for the Arts, Mahaffey Theater." The Theater Facility may be operated by a third party on the City's behalf (each, a "THEATER

MANAGER”), and the City currently has an agreement with Big 3 Entertainment, LLC, a Florida limited liability company, to serve as Theater Manager.

- (c) The land occupied by the Museum and its ancillary facilities is leased to the Museum Organization pursuant to a 99-year lease from the City that was executed in 2007 (as may be amended from time-to-time, the “LEASE”) after approval by a City-wide referendum held in 2004 pursuant to Charter section 1.02 and ordinance 674-G (the “2004 REFERENDUM”).
- (d) The Museum is located in an area identified as Block 1 on the Center for the Arts plat recorded in Pinellas County plat book 134 at pages 98–102 (the “CENTER PLAT”), an excerpt of which is attached to this ordinance as exhibit A.
- (e) The Museum’s leased premises currently consists of the parcels identified as Lots 1, 2, and 3 on the Center Plat, and those parcels are divided into two areas. The first area is comprised of Lots 1–2 and contains the Museum building, parking, and an open setback area. The second area is comprised of Lot 3 and contains a surface parking lot. Between those two areas (i.e., between Lots 1–2 and Lot 3) is a parcel identified on the Center Plat as Lot 6, which is *not* part of the leased premises but is a City right-of-way that provides public access to the Theater Facility parking garage, which serves both the Theater Facility and the Museum.
- (f) The Museum Organization has proposed increasing the size of the Museum by constructing a multi-level addition to the southwest side of the existing building. Current plans for the proposed addition include areas for education, conferences, events, galleries, and a restaurant and terrace overlooking the downtown yacht basin. Because those plans indicate that a substantial portion of the addition and related improvements (collectively, the “EXPANSION”) would be situated within Lot 6, the Museum Organization has requested that the Lease be amended to add some or all of Lot 6 to the leased premises, as generally depicted in the diagram attached to this ordinance as exhibit B.
- (g) In addition to altering the scope of the leased premises to accommodate the Expansion, the Lease would also need to be amended to address potential issues related to operation of the Center for the Arts. Specifically, the Lease must provide for continued access to the Theater Facility parking garage through a new City right-of-way created in Lot 3, and it must allocate the risk of construction activities that adversely affect operation of the Theater Facility (e.g., construction unexpectedly causes a loss of power that forces cancellation of any show and the associated loss of ticket revenue).

- (h) The automobile race currently known as the “Firestone Grand Prix of St. Petersburg” (the “GRAND PRIX”) is held on an annual basis in and around the Center for the Arts. The Grand Prix is operated by a third-party promoter (the “PROMOTER”) in accordance with an agreement between the City and the Promoter (as may be amended from time-to-time, the “GRAND PRIX RACE AGREEMENT”).
- (i) Portions of the leased premises are used for significant aspects of Grand Prix operations (most importantly, Lot 3 is used for staging the race teams), and the Lease provides the City with exclusive control of Lots 2 and 3 during a period of time identified in the Lease as the “Race Control Period.” Construction of the Expansion may result in the temporary placement of Museum property in Lot 3 that would need to be removed during the Race Control Period. Accordingly, the Lease should be amended to allocate the risks of any Grand-Prix-related loss resulting from construction of the Expansion.
- (j) The City has considered a variety of plans for future improvements to the Center for the Arts that would benefit both the Museum and the Theater Facility while continuing to support the Grand Prix (as may be revised from time-to-time, the “FUTURE CENTER IMPROVEMENTS”). These Future Center Improvements would be located along the western side of the Center for the Arts (in portions of Lots 3, 5, 7, 8, and 9 on the Center Plat). The City has commissioned a study for such Future Center Improvements that would feature improved entry and access to the Center for the Arts, a new view corridor to the City’s waterfront, and an expanded parking facility with ground-floor retail.
- (k) Currently, all of Lot 3 is included within the leased premises and is used by the Museum Organization for surface parking. Additionally, the Lease provides the Museum Organization with certain future development rights for Lot 3 that may be exercised when Lot 3 has not been used by the Grand Prix for a five-year period. As currently written, those conditional development rights allow the Museum Organization to construct vertical improvements within Lot 3 that could be inconsistent with the Future Center Improvements.
- (l) Accordingly, the Lease should be amended to establish a process through which the City would be allowed to remove portions of Lot 3 from the leased premises to accommodate the Future Center Improvements. Because the exact area to be occupied by the Future Center Improvements is currently unknown, one of the conditions required for such removal should be the mutual written agreement of the City and the Museum Organization.

- (m) The conditions established by this ordinance should allow for replacement of the Center Plat to allow the Lots established by the new plat to correspond to the uses that will result from the Expansion (e.g., an expanded “Lot 1” that includes the Expansion and a relocated “Lot 6” corresponding to the new City right-of-way).
- (n) Because amending the Lease in accordance with the conditions established by this ordinance would protect the City’s interests and enhance the quality of the Center for the Arts (including both the Museum and the Theater Facility) as a world-class arts destination, such an amendment would serve a valid municipal purpose and would be in the best interests of the City.
- (o) Because Lot 6 is located within the “Bayfront Center” parcel on the City Park and Waterfront Map and is designated as waterfront property on that map, it is subject to the leasing limitations of Charter section 1.02.
- (p) Although the 2004 Referendum does permit some amendments to the Lease, it does not specifically approve the type of amendment that would be required to construct the Expansion. Accordingly, City Council desires to seek approval from the City’s electors, in accordance with Charter section 1.02, for amendment of the Lease subject to the conditions set forth in this ordinance, to allow for construction of the Expansion, as requested by the Museum Organization.
- (q) The Museum Organization has requested that this referendum take place in conjunction with the next possible election. Because no municipal regular election is scheduled for 2022, the City should call a municipal special election for that purpose, to be held in conjunction with the statewide general election scheduled for November 8, 2022.
- (r) The City has followed the requirements for providing notice of first reading of this proposed waterfront referendum ordinance in accordance with Charter subsection 1.02(d) and City Code subsection 30-1(b), and the Clerk has received proof of compliance with those requirements.

SECTION 2—DATE OF REFERENDUM: The City Council hereby calls the referendum approving the disposition of waterfront property described in this ordinance (the “2022 REFERENDUM”) to be placed on the ballot of a municipal special election scheduled for November 8, 2022.

SECTION 3—AUTHORIZATION FOR AMENDMENT: If the 2022 Referendum is approved by a majority of the vote, City Council will be authorized to approve amendments to the Lease in accordance with the following conditions (each, an “AMENDMENT”):

- (a) *Scope of Authority:* Authorization to amend the Lease in accordance with this section is not limited to a single Amendment, and multiple Amendments may be approved pursuant to this section as long as no aspect of an Amendment is inconsistent with the 2004 Referendum or the 2022 Referendum (with any conflict resolved in favor of the 2022 Referendum). But if the first Amendment approved in accordance with this section (the “INITIAL AMENDMENT”) is not fully executed on or before December 31, 2024, the authority provided by the 2022 Referendum will expire at the end of that date.
- (b) *Approval Process:* Consistent with the 2004 Referendum, each Amendment must be approved by the City through a non-emergency ordinance receiving at least six affirmative votes.
- (c) *Duration:* The 2022 Referendum does not modify the duration of the Lease approved under the 2004 Referendum.
- (d) *Expansion and Lot 6:*
 - (i) A portion of Lot 6 must be added to the leased premises for the purpose of constructing the Expansion, as generally shown in exhibit B.
 - (ii) The Museum Organization must be obligated to construct the Expansion pursuant to requirements in the Lease concerning insurance, indemnity, deadlines for construction (including milestones for planning and permitting, beginning of construction, and substantial completion), and coordination of construction with the City and any Theater Manager to minimize disruption of Theater Facility operations. The Museum Organization’s liability arising out of or in connection with construction of the Expansion may be limited by provisions in the Lease, including exclusions for damages that are remote or speculative.
 - (iii) The Museum Organization’s indemnity obligations for construction of the Expansion must include damage, loss, or other harm to the City or any Theater Manager arising out of or connected to operation of the Theater Facility (including loss incurred due to cancellation of any performance), as may be limited in accordance with subsection (d)(ii), above.

- (e) *Lot 3, right-of-way, and future development:*
- (i) A portion of Lot 3 must be removed from the leased premises, as needed to provide a City right-of-way to replace the one currently in Lot 6. The City, in its sole discretion, will determine the exact location and size of this right-of-way.
 - (ii) The Lease must establish conditions under which the City would have the right to remove any portion of Lot 3 from the leased premises to construct Future Center Improvements. One of those conditions must be the mutual written agreement of the City and the Museum Organization.
 - (iii) The Lease must provide (through a right-of-way, easement, or equivalent real property right) for direct pedestrian, vehicle, and emergency access between Lot 2 and Lot 3, through the portion of Lot 6 added to the leased premises.
- (f) *Funding Obligations:* The Lease must not obligate the City to provide any funding for the Expansion. But this does not prohibit City from providing funding for the Expansion through a separate agreement (e.g., the *Lease* may not require the City to pay for the relocation of the right-of-way, utilities, or any other City-owned improvements currently located in Lot 6, but the City may agree to do so through *another* agreement approved in accordance with applicable law).
- (g) *Grand Prix:* Regarding the continued operation of the Grand Prix within the leased premises pursuant to the Lease (collectively "RACE OPERATIONS"), the Lease must satisfy the following conditions:
- (i) The Lease must continue to provide the City with the rights necessary for the City to fulfill its obligations under the Grand Prix Race Agreement.
 - (ii) The Museum Organization must be obligated to take any action necessary or appropriate to ensure that the leased premises is suitable for Race Operations, including removing or relocating Museum property from Lots 2, 3, or 6 that would interfere with Race Operations and permitting the use of Lots 2, 3, and 6 as needed for Race Operations).
 - (iii) If the Museum Organization fails to take any of those actions, the City must be authorized to either take those actions itself or allow the Promoter to take those actions. In either case, the Museum Organization must be obligated to indemnify or otherwise compensate the City or the Promoter, as applicable, for any damage,

loss, or other harm arising out of or connected taking any such action, as may be limited in accordance with subsection (d)(ii), above.

- (iv) The Museum Organization's indemnity obligations for construction of the Expansion must include damage, loss, or other harm to the City or the Promoter arising out of or connected to the Grand Prix Agreement (including termination of that agreement due an inability of the City to perform), as may be limited in accordance with subsection (d)(ii), above.
- (h) *Center for the Arts Plat:* The City expects to replat the Center for the Arts to facilitate amendment of the Lease in accordance with these conditions. Accordingly, any reference in this ordinance to a particular Lot number on the Center Plat refers to that Lot as it is defined on the Center Plat, and this ordinance is intended to be interpreted in that manner (e.g., references to "Lot 6" in this ordinance refer to the area identified as Lot 6 on the Center Plat even if the Center Plat is subsequently replaced so that "Lot 6" comes to refer to a different area). This rule of interpretation applies only to this ordinance, and any reference in the Lease to a particular Lot will continue to refer to the area defined as such on the then-current plat for the Center for the Arts or as otherwise provided in the Lease.

SECTION 4—BALLOT TEXT: The City shall use the following caption and explanatory statement as the ballot title and ballot summary for the 2022 Referendum:

Approving amendment of City's 99-year lease for Dalí Museum to allow construction of expansion

May City Council approve amendment of the 99-year lease of City-owned property used by the Dalí Museum to allow construction of a Museum expansion, subject to conditions in ordinance 512-H? Such conditions address insurance, indemnity, and coordination; operation of the Mahaffey Theater and the Grand Prix; and future development of the surrounding Center for the Arts. Such amendment would not extend the duration of the lease or require City funding for the expansion.

YES

NO

SECTION 5—CONFLICT: To the extent that any provision of this ordinance conflicts with ordinance 674-G or the 2004 Referendum, the provision of this ordinance will control. Otherwise,

ordinance 674-G and the 2004 Referendum are intended to be unaffected by this ordinance and the 2022 Referendum.

SECTION 6—SEVERABILITY: The provisions of this ordinance are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this ordinance.

SECTION 7—EFFECTIVE DATE: In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading conducted on 14th day of July 2022.

Adopted by St. Petersburg City Council on second and final reading on the 4th day of August 2022.



Gina Driscoll, Chair-Councilmember
Presiding Officer of the City Council

ATTEST: 

Chan Srinivasa, City Clerk



Title Published: Times 1-t 07/20/22

Not vetoed. Effective date August 11, 2022 at 5:00 p.m.

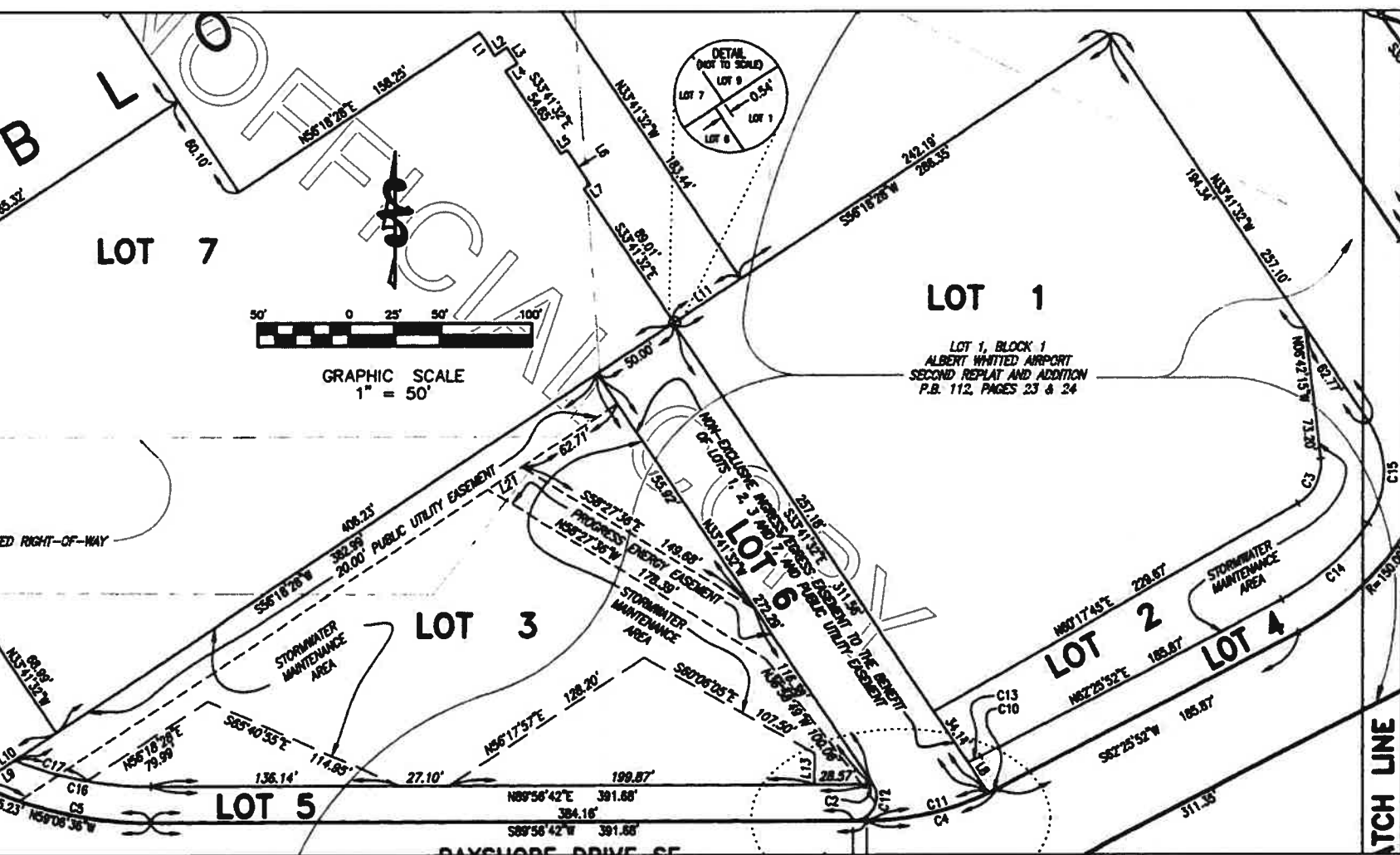
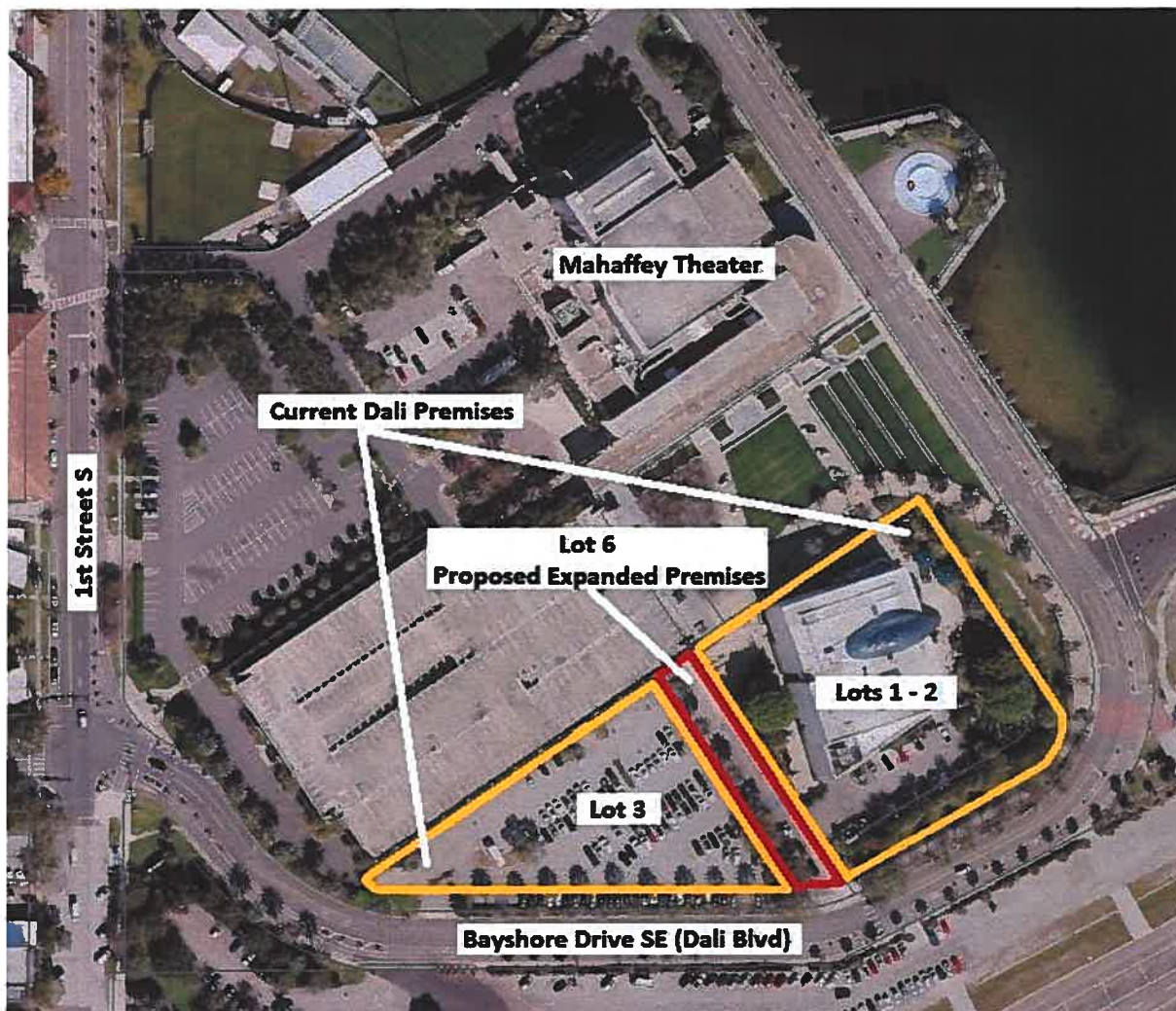


EXHIBIT B
DIAGRAM OF PROPOSED EXPANSION



ORDINANCE NO. 605-H

AN ORDINANCE CONCERNING AMENDMENT OF THE CITY’S 99-YEAR LEASE OF WATERFRONT PROPERTY FOR USE BY THE DALÍ MUSEUM TO ALLOW FOR EXPANSION OF THE MUSEUM, AS CONDITIONALLY AUTHORIZED BY THE REFERENDUM CALLED BY CITY ORDINANCE 512-H AND APPROVED ON NOVEMBER 8, 2022; MAKING FINDINGS CONCERNING SUCH AN AMENDMENT; APPROVING SUCH AN AMENDMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

THE CITY OF ST. PETERSBURG ORDAINS THE FOLLOWING:

SECTION 1—FINDINGS: The City Council of the City of St. Petersburg, Florida, (the “**City Council**”) hereby makes the following findings:

- (a) St. Petersburg is home to the Dalí Museum (the “**Museum Facility**”), which celebrates the life and work of Salvador Dalí. The Museum Facility is located at One Dalí Boulevard, St. Petersburg, Florida 33701, and is owned and operated by Salvador Dalí Museum, Inc., a Florida not-for-profit corporation originally established in 1980 as the “Salvador Dali Institute, Inc.” (the “**Museum Organization**”).
- (b) The land occupied by the Museum Facility and its ancillary facilities is leased to the Museum Organization pursuant to a 99-year lease from the City that was executed in 2007 (as may be amended from time-to-time, the “**Lease**”) after approval by a City-wide referendum held in 2004 pursuant to Charter section 1.02 and ordinance 674-G.
- (c) The Museum Facility is located in an area identified as Block 1 on the Center for the Arts plat recorded in Pinellas County plat book 134 at pages 98–102 (the “**Center Plat**”).
- (d) The Museum Facility’s leased premises currently consists of the parcels identified as Lots 1, 2, and 3 on the Center Plat, and those parcels are divided into two areas. The first area is composed of Lots 1–2 and contains the Museum Facility building, parking, and an open setback area. The second area is comprised of Lot 3 and contains a surface parking lot. Between those two areas (i.e., between Lots 1–2 and Lot 3) is a parcel identified on the

Center Plat as Lot 6, which is *not* part of the leased premises but is City-owned property used to provide public access to the Theater Facility parking garage, which serves both the Theater Facility and the Museum Facility.

- (e) In 2019, the Museum Organization began exploring options to improve the Museum Facility and ultimately settled on a plan to increase the size of the Museum Facility by constructing a multi-level addition to the southwest side of the existing building. Because that plan called for a substantial portion of the addition and related improvements to be within Lot 6, the Museum Organization has requested that the Lease be amended to add some or all of Lot 6 to the leased premises.
- (f) Because Lot 6 is located within the “Bayfront Center” parcel on the City Park and Waterfront Map and is designated as waterfront property on that map, it is subject to the leasing limitations of Charter section 1.02, which required the proposed amendment to be approved through a Citywide referendum.
- (g) On August 4, 2022, City Council adopted Ordinance 512-H to call a referendum for that purpose, which was held as part of a municipal special election on November 8, 2022, (the “**2022 Referendum**”).
- (h) On December 15, 2022, City Council adopted resolution 2022-629 to acknowledge voter approval of the 2022 Referendum, with 78.15% of the votes cast in favor of approval.
- (i) Approval of the 2022 Referendum allowed the City and the Museum Organization to negotiate amendment of the Lease subject to conditions in Ordinance 512-H, including the condition that the initial such amendment be executed on or before December 31, 2024, following approval of that initial amendment by a non-emergency ordinance receiving at least six affirmative votes.
- (j) Attached to this ordinance is an amended and restated version of the Lease that satisfies the substantive requirements of the 2022 Referendum (as may be modified pursuant to section 2, the “**Amended Lease**”).
- (k) Approval of this ordinance at the City Council meeting on December 12, 2024, would provide City Administration and the Museum Organization with sufficient time to execute the Amended Lease on or before December 31, 2024, thereby satisfying the procedural requirements of the 2022 Referendum.
- (l) For the reasons described in these findings, approval of the Amended Lease in accordance with the 2022 Referendum would serve a valid municipal purpose and would be in the best interests of the City, and this ordinance is being adopted in consideration of these findings.

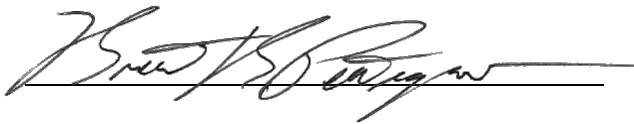
SECTION 2—APPROVAL OF AMENDMENT: Pursuant to the 2022 Referendum, City Council hereby approves the Amended Lease, as may be modified by the City Attorney’s Office (i) to provide any missing information (e.g., recording information that is not yet available); (ii) to make non-substantive changes to improve clarity or correct typographical errors; or (iii) to make substantive changes to conform the Amendment to the direction of City Council during the public hearing for this ordinance. Accordingly, the Mayor (or the Mayor’s designee) is authorized to sign the Amended Lease and any other document necessary or appropriate to effectuate this approval.

SECTION 3—SEVERABILITY: The provisions of this ordinance are intended to be severable, and a determination that any portion of this ordinance is invalid should not affect the validity of the remaining portions of this ordinance.

SECTION 4—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 5—EFFECTIVE DATE: In the event that this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

LEGAL:

A handwritten signature in black ink, appearing to read "Brent B. Beggs", is written over a horizontal line.

ADMINISTRATION:

A solid horizontal line intended for a signature.

**AMENDED AND RESTATED
GROUND LEASE AGREEMENT
SALVADOR DALÍ MUSEUM, INC.**

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT (this “**Lease**,” generally, or this “**Amended Lease**,” specifically) is made on December _____, 2024, (the “**Amendment Date**”) by and between the CITY OF ST. PETERSBURG, FLORIDA, a Florida municipal corporation, the mailing address of which is currently P.O. Box 2842, St. Petersburg, Florida 33731, (“**City**”), and SALVADOR DALÍ MUSEUM, INC., a Florida non-profit corporation formerly known as THE SALVADOR DALÍ INSTITUTE, INC., the mailing address of which is currently 1 Dalí Boulevard,, St. Petersburg, Florida 33701 (“**Museum**”) (each, a “**Party**” and collectively, the “**Parties**”) for the purpose of amending and restating the November 29, 2007 Ground Lease Agreement by and between the Parties (as previously amended, the “**2007 Lease**”).

RECITALS

WHEREAS, on September 26, 1980 the City entered into an agreement (“**Morse Agreement**”) by, between and among the City, the Museum and A. Reynolds Morse and Eleanor R. Morse, his wife, of Beachwood, Ohio, jointly, severally and as Trustees of the Declarations of Trust dated July 25, 1979, of A. Reynolds Morse and Eleanor R. Morse (“**Morses**”) and the Salvador Dalí Foundation, Inc., a then-existing Ohio non-profit corporation, (“**Foundation**”); and

WHEREAS, the Museum had previously received from the Morses a donation by gift of a substantial private collection of art and other works by and about Salvador Dalí, and received from the Foundation an additional collection of such works, and also had acquired and will continue to acquire additional such works by and about Salvador Dalí; and

WHEREAS, the Museum shall continue to be the owner of such works of Salvador Dalí (the “**Collection**,” as more specifically defined and provided for in paragraphs 10.2–10.3; and

WHEREAS, the Morses and the Foundation desired that the Collection would have a permanent location within the City of St. Petersburg, Florida, and entered into the Morse Agreement for that purpose; and

WHEREAS, in accordance with the Morse Agreement, the City transferred title to a building and related improvements (collectively, the “**Former Building**”) by a Bill of Sale dated December 3, 1981 (the “**Bill of Sale**”) to house the Salvador Dalí Museum; and

WHEREAS, Museum and the City entered into a Lease Agreement dated December 22, 1981, and recorded on February 22, 1982, in Pinellas County official records book 5312 at page 533 (as amended, the “**1981 Lease**”), which provided for the lease of certain real property on which the Former Building was located (the “**Former Site**”) by the City to Museum for a term of 30 years commencing on March 19, 1982, and ending on March 18, 2012; and

WHEREAS, the 1981 Lease was intended to provide a location for the Collection within the City of St. Petersburg, Florida; and

WHEREAS, the 1981 Lease was amended by the Parties by a first amendment dated October 3, 1983, and recorded in Pinellas County official records book 5641 at page 1892, that modified the legal description of the Former Site and set forth the requirements for an assignment; and

WHEREAS, the 1981 Lease was further modified by the Parties through a second amendment dated December 3, 2002, and recorded on December 5, 2002, in Pinellas County official records book 12393 at page 1810, that extended the term of the 1981 Lease by 60 years; and

WHEREAS, a Special Municipal Referendum Election was held as part of a general election held on November 2, 2004 (the “**2004 Referendum**”), after being called by City Ordinance 674-G, which was recorded October 17, 2006, in Pinellas County official records book 15426 at page 796, and which stated that both the City and Museum wished to maintain St. Petersburg as the permanent home of the Salvador Dalí Museum and which authorized the City to lease to the Museum a portion of the City-owned waterfront property then known as the “Bayfront Center” for up to 99 years for the purpose of operating an art museum and ancillary facilities concentrating on the works of Salvador Dalí, which would include but not be limited to, the storage and display of the Collection (collectively and as may be expanded or otherwise modified from time-to-time through this Lease, the “**Museum Facility**”); and

WHEREAS, on December 9, 2004, the City Council of the City of St. Petersburg (the “**City Council**”) adopted Resolution 2004-709 to acknowledge the results of said election, with 73.69% voting in favor of leasing a portion of the Bayfront Center site for the home of the Museum Facility; and

WHEREAS, pursuant to the authority granted by the 2004 Referendum, the 2007 Lease was approved by City Ordinance 853-G, which was a non-emergency ordinance approved with at least six affirmative votes and which was recorded on November 20, 2007 in Pinellas County official records book 16058 at page 2516; and

WHEREAS, the 2007 Lease was executed on or before November 30, 2007, as required by 2004 Referendum section 3; and

WHEREAS, it is the intent of the Parties that the property leased to the Museum pursuant to this Lease (more particularly defined as “Premises” in paragraph 3) shall be used for the purpose of operating the Museum Facility and other activities in support of that purpose and for no other purpose except as otherwise provided in this Lease; and

WHEREAS, the 1981 Lease was terminated in accordance with the terms of the 2007 Lease; and

WHEREAS, pursuant to the 2007 Lease, Museum constructed various improvements on the Premises, including the Collection Building (as defined in subparagraph 5.1); and

WHEREAS, in 2021, Museum announced its desire to expand the scope of the Museum Facility through the addition of a new structure that would be located to the southwest of the Collection Building, primarily within the City-owned property that is currently used to provide access to the Parking Garage (as defined in subparagraph 2.1.2) but that is not currently a part of the Premises; and

WHEREAS, because the City-owned property that would need to be added to the Premises for that purpose is designated as “waterfront property” by the City Charter (as defined in subparagraph 2.2.2), a City-wide referendum was required to approve its addition to the Premises; and

WHEREAS, on August 4, 2022, City Council adopted Ordinance 512-H to call a referendum for that purpose, which was held as part of a municipal special election on November 8, 2022, (the “**2022 Referendum**”); and

WHEREAS, on December 15, 2022, City Council adopted to resolution 2022-629 to acknowledge voter approval of the 2022 Referendum, with 78.15% of the votes cast in favor of approval; and

WHEREAS, approval of the 2022 Referendum allowed the Parties to negotiate amendment of the 2007 Lease subject to conditions in Ordinance 512-H, including the condition that the initial such amendment be executed on or before December 31, 2024, following approval of that initial amendment by a non-emergency ordinance receiving at least six affirmative votes; and

WHEREAS, on December 12, 2024, with at least six affirmative votes, City Council adopted Ordinance 605-H for that purpose; and

WHEREAS, pursuant to the approval granted by that ordinance, the Parties now desire to execute this Amended Lease (i) to facilitate the construction of the Phase 2 Building (as defined in subparagraph 5.2); (ii) to confirm satisfaction of certain obligations under the 2007 Lease;

(iii) to confirm the Effective Date and Term originally established by the 2007 Lease; and (iv) to make other changes that are necessary or appropriate; and

WHEREAS, the Parties intend this Amended Lease to serve as the “Initial Amendment” required by the 2022 Referendum.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid by Museum to City, the receipt, and adequacy whereof is hereby acknowledged, and of their mutual promises made herein, the Parties agree as follows:

1. **RECITALS.** The above Recitals are true and correct and are incorporated herein and made a part of this Lease.
2. **PRELIMINARY DEFINITIONS.** The following defined terms apply throughout the Lease:

2.1 *MUSEUM AND THEATER FACILITY TERMS.*

- 2.1.1 **“Patrons”** means the staff, officers, trustees, employees, contractors, agents, visitors, customers, invitees, students, teachers, docents, volunteers, donors, licensees, members, and guests of the Museum.
- 2.1.2 **“Parking Garage”** means the parking garage located within the Center (as that term is defined in paragraph 3), which is currently considered part of the Theater Facility and operated by the Theater Manager.
- 2.1.3 **“Theater Facility”** means, collectively and as may be modified from time-to-time, the City-owned performing arts facility that is composed of a number of related amenities including a theater building, parking garage, surface parking, and civic plaza. The Theater Facility is currently known as the “The Duke Energy Center for the Arts, Mahaffey Theater.”
- 2.1.4 **“Theater Manager”** means whatever entity is managing the Theater Facility at any given time, which may be the City or a third-party hired to manage the Theater Facility on the City’s behalf pursuant to a Management Agreement (as that term is defined in paragraph 33).

2.2 *LEGAL TERMS.*

- 2.2.1 **“Applicable Referendum”** means the 2004 Referendum and the 2022 Referendum, with any conflict between the two resolved in favor of the 2022 Referendum, in accordance with City Ordinance 512-H, Section 5.

2.2.2 “**City Charter**” means the St. Petersburg City Charter, as it may be amended from time-to-time.

2.2.3 “**City Code**” means the St. Petersburg City Code, as it may be amended from time-to-time.

2.3 *PHASES OF CONSTRUCTION.*

2.3.1 “**Phase 1**” means the period of time during which initial construction of the Museum Facility that occurred pursuant to the 2007 Lease, including construction of the Collection Building and related improvements.

2.3.2 “**Phase 2**” means the period of time (the specific dates of which will be determined in accordance with subparagraph 68.4.2) during which construction of the Phase 2 Building may occur.

2.3.3 “**Phase 2 Provisions**” means paragraphs 68–74 of this Lease.

2.4 *PLAT TERMS.*

2.4.1 “**Phase 1 Plat**” means the Center for the Arts plat recorded in Pinellas County Plat Book 134 at Page 98, a copy of which is attached to this Lease as Exhibit “C”.

2.4.2 “**Phase 2 Plat**” means any plat that is recorded to replace the Phase 1 Plat for the purpose of reconfiguring the Premises as part of Phase 2 and, if multiple such plats are recorded, the most recent such plat.

2.4.3 “**Current Plat**” means whichever plat is effective at that time (e.g., upon recording of a Phase 2 Plat to replace the Phase 1 Plat, the meaning of “Current Plat” will shift from the Phase 1 Plat to the Phase 2 Plat).

2.4.4 “**Lot Diagram**” means the diagram attached to this Lease as Exhibit “G” for the purpose of further subdividing lots and tracts on the Current Plat.

3. MUSEUM PREMISES; LOT DEFINITIONS AND DESCRIPTIONS. The City hereby leases to Museum, and Museum hereby leases from the City, certain real property located in St. Petersburg, Pinellas County, Florida, (collectively and as may be modified from time-to-time, the “**Premises**”) in accordance with the following:

- 3.1 *CURRENT AND EXPECTED LOT DEFINITIONS.* Based on the initial concept for Phase 2 that Museum has provided to the City as of the Amendment Date, the definitions of certain tracts of land within and adjacent to the Premises (each a “**Lot**”) are expected to change at some point during Phase 2 from their original definitions, (which remain current as of the Amendment Date, are based on the Phase 1 Plat, and are identified in the second column of the chart below) to new definitions (that are based on the Phase 2 Plat, as supplemented by the Lease Diagram, and are identified the third column of the chart below). Any use of a defined term in the first column of the chart below in this Lease should be interpreted as a reference to the applicable Lot as it is defined at that time unless the Lease expressly indicates otherwise (e.g., “the Building Lot as of the Amendment Date”) or unless such an interpretation would frustrate the purpose of the Lease.

Defined Term	Original / Amendment Date Definition Under Phase 1 Plat, Block 1	Expected Definition following Phase 2 Under Phase 2 Plat, Block 1 (as Supplemented by Lot Diagram)
“ Building Lot ”	Lot 1	Lot 3A
“ Setback Lot ”	Lot 2	Lot 3B
“ Parking Lot ”	Lot 3	Lot 3C and 4
“ Buffer Lots ”	Portion of Lot 4 generally lying south and east of Lots 1 and Lot 2; Lot 5 (in its entirety)	Lots 2B and 6B
“ Garage Access Route ”	Lot 6	Lot 5B
“ Plaza ”	Portion of Lot 4 to the north of Lot 1; portion of Lot 9 identified in Exhibit “B-1”	Lots 1B and 2A
“ Center ”	Lots 1–9, inclusive.	Lots 1–6, inclusive.

- 3.2 *POTENTIAL CHANGES DURING PHASE 2 DESIGN DEVELOPMENT.* As more particularly described in the Phase 2 Provisions (particularly paragraph 69), the Lease contemplates that design development by Museum during Phase 2 may result in a Lot configuration that is different than the expected configuration described in the preceding subparagraph, including a configuration that is identical to the one

that exists as of the Amendment Date (e.g., if access to the Parking Garage can be maintained under an elevated Phase 2 Building, the Garage Access Route might be a portion of the Building Lot, rather than a distinct tract within the Premises). If that occurs, this paragraph 3 will be amended to conform to the as-built design pursuant to subparagraph 69.1.

- 3.3 *SCOPE OF PREMISES.* The Premises is and will be composed of the Building Lot, the Setback Lot, and the Parking Lot, with the definitions of those Lots potentially changing during Phase 2 as described in foregoing subparagraphs.
- 3.4 *BUILDING LOT.* The Building Lot is part of the Leased Premises and serves as the buildable area for the Collection Building and (following expansion permitted by the 2022 Referendum) the Phase 2 Building (as defined in subparagraph 5.2). The Building Lot also serves as a buildable area where the construction of Other Buildings may occur, subject to other provisions of this Lease.
- 3.5 *SETBACK LOT.* The Setback Lot is part of the Leased Premises and is an open setback area where non-building site improvements may occur, i.e., sidewalks, driveways, parking lots, open space, and other landscaped open features within the Premises, subject to the conditions set forth in paragraphs 3.5 and 3.8 of this Lease. The Setback Lot may be used for parking and other improvements subject to City approval and conditions set forth in paragraphs 3.8 and 3.11 of this Lease.
- 3.6 *PARKING LOT.*
 - 3.6.1 The Parking Lot is part of the Leased Premises and is presently a parking lot and is subject to the conditions set forth in paragraphs 3.8, 3.11, and 32 of this Lease.
 - 3.6.2 The Parking Lot may be used by Museum subject to all requirements of this Lease and applicable regulatory requirements for future building and expansion. Until such time that Museum elects to construct an Other Building on the Parking Lot pursuant to paragraph 18 of this Lease, the design of the Parking Lot shall not be reconfigured without the mutual consent of the City and Museum. Reconfiguration of the Parking Lot during Phase 2 is governed by the Phase 2 Provisions. Otherwise, any reconfiguration of the Parking Lot must be conducted without cost to the City and with approval of the City, to be based upon a traffic circulation plan that satisfies the requirements of subparagraph 70.1.

3.6.3 In the event Museum develops the Parking Lot pursuant to paragraph 18 of this Lease, the following provisions apply:

3.6.3.1 Museum shall conduct any such development in a manner that minimizes impact on parking and traffic flow within the Center during construction. Accordingly, the Garage Access Route must remain open at all times during construction, and construction staging for such development may occur within the Parking Lot only to the extent authorized by the City, as lessor, in advance of permitting for that construction.

3.6.3.2 The City is under no obligation to provide replacement parking to offset parking lost due to the development of the Parking Lot or to provide any funds associated with any development of the Parking Lot (including any relocation of utilities necessitated by that development).

3.6.3.3 Any portion of the Parking Lot that remains undeveloped must continue to be used for surface parking, with the layout approved by the City on the basis of a traffic circulation plan that satisfies the requirements of subparagraph 70.1.

3.6.4 The Parking Lot may be developed by Museum only after a period of five (5) consecutive years has passed with no Race Event utilizing the Parking Lot.

3.7 *ACCESS TO PREMISES.*

3.7.1 City shall provide Museum, throughout the Term without charge, free and unrestricted ingress, egress, and access to the Premises for its Patrons through the Garage Access Route, subject to the other provisions in this Lease, including those regarding reconfiguration of the Premises in paragraph 69.

3.7.2 Except during a Race Control Period, the Museum and its Patrons shall have the right to access all drive aisles, drop off areas and sidewalks, for vehicular and pedestrian use, within the Center (“**Access Aisles**”), as hereinafter defined, and subject to the following:

3.7.2.1 City reserves the right to modify/reconfigure the Access Aisles during the Term of this Lease on the condition that the modified

or reconfigured Access Aisles must continue to provide substantially similar access to the Museum and its Patrons to and from the Building's entrances and exits and to and from the Center.

3.7.2.2 During City Use Days (as defined in the following paragraph) and other than the Race Control Period (as defined in paragraph 32), Museum shall have the right to use the Access Aisles, subject to the City's right to limit access to areas of the Center based on operational and safety concerns.

3.7.2.3 Museum's right to use the Access Aisles is subject to temporary interruptions that are a result of the City acting in its capacity as a municipal corporation.

3.8 *CITY'S RIGHTS TO USE SETBACK LOT AND PARKING LOT.*

3.8.1 *CITY USE DAYS.* City reserves the right to the unrestricted and exclusive use of the Setback Lot and the Parking Lot for City events for up to twenty (20) days per calendar year ("**City Use Days**"); provided however, that this right applies to the Parking Lot only if and when no building exists or is being constructed on it. City shall not use City Use Days on more than three (3) consecutive days except as set forth in paragraph 32 of this Lease. The following periods are blacked out and cannot be used as City Use Days: day after Thanksgiving; day after Christmas; January 1; January 2; and March and April, except for the Race Control Period under paragraph 32 of this Lease, which shall count as ten (10) of the City Use Days and shall be taken consecutively. City shall provide Museum written notice specifying the date of use of a City Use Day at least sixty (60) days before the date of use. City shall repair or replace any improvements on the Setback Lot and the Parking Lot that may be damaged during the City Use Days. The City use of the Setback Lot and the Parking Lot, except as set forth in paragraph 32 of this Lease, is subject to the following:

3.8.1.1 *SUBSTITUTE PARKING.* If the Parking Lot is being used for City events the City shall provide parking, without charge to the Museum, elsewhere on the Center, as hereinafter defined, of at least the number of surface parking spaces then existing within the Parking Lot except as otherwise provided in this Lease. In the event all or a portion of a Museum parking lot is located

within the Setback Lot, the City's use for City Use Days, except for the Race Control Period, shall either: (i) exclude the Museum's parking lot from the area the City may use on City Use Days, or (ii) provide alternate parking at another location in the Center (Center is defined in paragraph 6.1) for the number of parking spaces displaced by the City's use.

3.8.1.2 *NO MOTORIZED VEHICLES.* City's use of the Setback Lot for City Use Days shall not include motorized vehicles.

3.8.1.3 *PARKING DURING CLOSED HOURS.* In addition to the City Use Days, City reserves the exclusive and unrestricted right, subject to use by Museum and its Patrons, to use the Parking Lot, if no building exists or is being constructed on the Parking Lot, daily for parking at all times beginning 60 minutes after the Collection Building closes each day to its Patrons until 60 minutes prior to the Collection Building opening the next day to its Patrons ("**Closed Hours**"). Museum operating hours, for both Museum general and special function Patrons, shall be determined by the Museum. Museum shall provide City notice of its operating hours as it may vary from time to time. City may charge for parking during the Closed Hours and retain all revenue collected but may not charge the Museum and its Patrons for parking during the Closed Hours. City, at its expense, shall make reasonable efforts to remove any vehicle, except those belonging to the Museum or its Patrons, that City allowed to park during the Closed Hours but that were not moved out of the Parking Lot by 60 minutes before the Museum's next period of operating hours. Museum shall not be liable for any loss, injury or damage arising from City's use of the Parking Lot during the Closed Hours.

3.8.1.4 *PARKING REVENUE.* All premises parking fees collected by the City during City Use Days and Closed Hours shall be controlled and retained by the City. All other Premises parking fees shall be collected, controlled, and retained by Museum.

3.9 *MUSEUM NOT LIABLE.* Museum shall not be liable for any loss, injury, or damage arising from City's use of the Setback Lot and the Parking Lot.

- 3.10 *TEMPORARY INTERRUPTIONS.* The City shall use reasonable efforts to maintain Museum's ingress and egress to the Premises during interruptions that are a result of the City acting in its capacity as a municipal corporation.
- 3.11 *BUFFER LOTS.* The Buffer Lots are adjacent to the Premises but are not part of the Premises. With the exception of the City Use Days, City's use of any of the Buffer Lots (as shown in the attached Exhibit "B" for the limited purpose of illustrating their original locations, which may change as part of the reconfiguration required during Phase 2), shall be primarily used for landscaping, roadways and sidewalks installed and maintained by the City in its capacity as a municipal corporation. Any vertical elements, excluding Center signage, light poles, traffic signs and traffic devices and other utilities, shall not be installed on any portion of the Buffer Lots so as not to unduly obstruct the view or access from or to the Premises by Museum and its Patrons, unless authorized in writing by the Museum. It is the intent of the Parties that the Buffer Lot adjacent to the Building Lot be designed to create a park-like environment and provide public access in a manner compatible with the Premises during the Term.
- 3.12 *STORMWATER MAINTENANCE AREA.* Any stormwater maintenance area shown on the Current Plat shall be treated the same as an easement in favor of the City for the Museum or for any other party acquiring an interest in the Building Lot, and/or the Setback Lot, and/or the Parking Lot. The City owns and shall maintain multiple stormwater pipes and any other City utilities ("**Utilities**") which may be located within the stormwater maintenance area of the Setback Lot and the Parking Lot. In the event that excavation is necessary for the installation, maintenance, repair, expansion, or replacement of the Utilities ("**Utility Work**"), the duty of the City shall be to restore the site to its previous condition within a reasonable time, with respect to non-building site improvements. With respect to other improvements mutually agreed to by the City and the Museum, as provided for in paragraph 3 of this Lease, the duties of the City and Museum with respect to restoration shall be as provided for in said approval agreement. The City shall have the right to utilize the stormwater maintenance area of the Setback Lot and the Parking Lot to conduct Utility Work. Museum shall have the right, at its sole cost and expense, to treat and then discharge stormwater to the stormwater pipe located in the Setback Lot, the Parking Lot, the Garage Access Route, and Buffer Lots, as part of its development of the Premises with the Buildings, in accordance with plans to be reviewed and approved by City as part of its regulatory authority as a municipality. Museum shall be responsible for all connection charges.

- 3.13 *PARTIAL SURRENDER OF PREMISES.* At any time, the Museum may request the removal of any part of the Premises from the definition of the Premises. Approval of such removal shall be in the sole discretion of the City Council and, if approved, any improvements located on the portion of the Premises so removed shall be transferred at no cost to the City.

4. INTENTIONALLY LEFT BLANK.

5. MUSEUM BUILDINGS.

- 5.1 During Phase 1, Museum built a multi-storied structure of approximately 50,000 to 70,000 square feet for use as an art museum on the Building Lot, including but not limited to the storage and display of the Collection, (the “**Collection Building**”).
- 5.2 During Phase 2, Museum may construct a new building to the southwest of the Collection Building, generally located in the area used as the Garage Access Route as of the Amendment Date (the “**Phase 2 Building**”). Construction of the Phase 2 Building and any associated reconfiguration of the Premises, relocation of underground utilities, site restoration, and other construction activities (collectively, the “**Phase 2 Construction**”) must be completed in accordance with the terms of this Lease, particularly those in the Phase 2 Provisions.
- 5.3 Museum may also construct other buildings and improvements on the Premises as permitted by the provisions of this Lease and City building codes (each an “**Other Building**”).
- 5.4 For purposes of this Lease, the term “**Building**” refers interchangeably to the Collection Building, the Phase 2 Building, and any Other Building unless context indicates otherwise. Museum may house and display the Collection in any Building.

6. CENTER FOR THE ARTS.

- 6.1 *CENTER.* The Premises are located within the Center, which includes but is not limited to the Theater Facility and existing vacant land.
- 6.2 *DALÍ BOULEVARD.* Museum acknowledges that, on October 16, 2008, City Council resolution 2008-527 approved the co-renaming of the portion of 5th Avenue South from 4th Street South to First Street South and the naming of a portion of Bayshore Drive from First Street South along the right-of-way as shown in Exhibit “D”, attached hereto and made a part hereof, as “DALÍ BOULEVARD”. Museum further acknowledges that the City joined with Museum in its request to the

Post Office to establish the address of the Museum as 1 Dali Boulevard and that the City has satisfied its obligations under subparagraph 6.2 of the 2007 Lease.

6.3 *THE PLAZA.* The City retains sole discretion in determining the design and operation of the Plaza. It is the intent of the Parties that the Museum may utilize the Plaza in a manner consistent with the City's operational management of the Center (directly or indirectly, through the Theater Manager or other third party), including but not limited to all federal, state, county, and city laws, regulations, and ordinances, all applicable state grant requirements, and any other agreement entered into by the City that concerns use the Center.

6.4 *CENTER ART.*

6.4.1 In the event the City elects to install exterior public or other art within the boundaries of the Center, subject to exclusion of the Premises in accordance with paragraph 6.5 below, the Mayor shall recommend that a representative of the Museum serve on any committee or commission created to make recommendations pertaining to selection of the public art. If no such committee or commission is created the City shall solicit the Museum's input prior to the selection and installation of said art. In any event, the City retains sole and absolute discretion to select and install public art within the boundaries of the Center excluding the Premises in accordance with the City Code.

6.4.2 Museum acknowledges (i) that, on October 16, 2008, through the adoption of ordinance 903-G, Chapter 5 of the City Code (Arts and Cultural Affairs) was amended to exempt certain portions of the Buffer Lots and the Garage Access Route from the applicability of certain portions of Chapter 5 of the City Code and (ii) that the City has satisfied its obligations under subparagraph 6.4.2 of the 2007 Lease.

6.5 *PREMISES ART.* Museum acknowledges (i) that, on October 16, 2008, through the adoption of ordinance 903-G, City Code was amended to provide that that the City has no right to install public art or other art within the boundaries of the Premises unless the Museum expressly authorizes such installation and (ii) that the City has satisfied its obligations under subparagraph 6.5 of the 2007 Lease. Regardless of the continued existence of the City Code provisions resulting from the adoption of that ordinance, the City shall not install any public art within the Premises without advance written consent of the Museum.

7. DATES; TERM.

- 7.1 *EFFECTIVE DATE.* The effective date of this Lease is November 29, 2007 (“**Effective Date**”), with amendments effectuated by this Amended Lease going into effect on the Amendment Date.
- 7.2 *LEASE TERM.*
- 7.2.1 The term of this lease is 99 years (“**Term**”) commencing on the Commencement Date (as defined below, December 5, 2008) and expiring on the Expiration Date (as defined below, midnight at the end of December 4, 2107).
- 7.2.2 Anytime after December 5, 2058, and from time to time thereafter, and provided this Lease is in full force and effect, the Museum may request, and Administration shall support and recommend to City Council, that the City hold a referendum requesting authorization to enter into a new lease with Museum for the Premises for use as an art museum with a term not to exceed 99 years. To the extent permitted by law, all costs and expenses of such referendum shall be paid by the Museum if the referendum is not part of a previously scheduled special election.
- 7.3 *COMMENCEMENT DATE.* The commencement of the Term of this Lease (“**Commencement Date**”) is December 5, 2008, pursuant to the Lease Commencement Date Memorandum recorded on December 8, 2008, in Pinellas County official records book 16445 at page 1786.
- 7.4 *EXPIRATION DATE.* This Lease shall expire on midnight at the end of December 4, 2107, which is the day immediately prior to the 99th anniversary day of the Commencement Date (“**Expiration Date**”).
- 7.5 *COMPLETION OF PHASE 1 CONSTRUCTION.* City acknowledges that Museum has satisfied its obligations under 2007 Lease subparagraph 7.5, which generally concern commencement and completion of construction during Phase 1.
- 7.6 *INITIAL CITY DELIVERABLES.* Museum acknowledges that City satisfied its obligations under subparagraph 7.6 of the 2007 Lease.
- 7.7 *BAYSHORE DRIVE S.E. DEDICATION.* Museum acknowledges (i) that Bayshore Drive S.E. between First Avenue S.E. and First Street South has been dedicated as a public roadway through a combination of the Phase 1 Plat and the Al Lang Field

Plat recorded on October 16, 2008, in Pinellas County Plat Book 135 at Page 95 and (ii) that the City has satisfied its obligations under subparagraph 7.7 of the 2007 Lease.

7.8 *VACATION OF 5TH AVENUE S.E.* Museum acknowledges (i) that vacation of the portion of 5th Avenue S.E. within the Premises was approved by the City on September 18, 2008, through the adoption of City ordinance 998-V, and is reflected on the Phase 1 Plat and (ii) that the City has satisfied its obligations under subparagraph 7.8 of the 2007 Lease.

8. **RENT.** Rent is \$1.00 per year for the Term of the Lease (“**Rent**”). Museum shall pay to the City the total Rent for the Term (i.e., \$99.00) in advance on the Effective Date. The City acknowledges that the Museum has satisfied this obligation.

9. **ADDITIONAL RENT.** Museum shall pay to the City all other amounts due pursuant to this Lease as additional rent (“**Additional Rent**”) within 30 days after receipt of invoice from City. Any Additional Rent not paid on time shall bear interest at the legal rate provided by State Statute for judgments and if no such rule exists then at the legal rate allowed by law from the date of invoice until paid. City acknowledges (i) that the Museum has paid any Additional Rent due as of the Amendment Date and (ii) that, as of the Amendment Date, no Additional Rent is due from Museum.

10. **MUSEUM’S INTENDED USE OF THE PREMISES; COLLECTION.**

10.1 *INTENDED USE.* This Lease is given by the City and accepted by the Museum for the construction of Buildings and related improvements on the Premises and to be used as an art museum and ancillary facilities concentrating on works by and about Salvador Dalí (the “**Intended Use**”), including but not limited to the storage and display of the Collection, as hereinafter defined, in the Buildings, and Collateral Uses, as defined in paragraph 11, in support of the Intended Use.

10.2 *COLLECTION.* For the purpose of this Lease, “Collection” shall mean such of the works of art of Salvador Dalí that Museum or any approved successor in interest owns from time to time. Subject to paragraph 10.3 of this Lease, Museum shall continuously display the Collection in the Buildings, which shall continue to be the home of the Collection during the Term.

- 10.3 *MUSEUM'S CONTROL OF COLLECTION.* Notwithstanding any provision of this Lease to the contrary:
- 10.3.1 The Museum is required to own and display works from the Collection, but the Museum, not the City, shall decide which works in the Collection to display from time to time.
 - 10.3.2 This Lease does not require the Museum to display all works in the Collection at all times.
 - 10.3.3 This Lease does not preclude Museum from temporarily loaning any works in the Collection for display in other venues from time to time.
 - 10.3.4 This Lease does not preclude Museum from selling or transferring title to works in the Collection so long as any sale or transfer of title of any of the works in the Collection does not diminish the unique essence, significance, and stature of the Collection nor materially diminish the importance of the Premises as the home of the Museum Facility and the Collection.
 - 10.3.5 During the Term of this Lease, the Museum shall not directly or indirectly create a permanent display of all or part of the Collection in any place in the Western Hemisphere other than the Premises without City Council's prior consent. If a permanent display is established outside the Western Hemisphere, it shall not diminish the unique essence, significance, and stature of the Collection nor materially diminish the importance of the Premises as the home of the Museum Facility and the Collection.
- 10.4 *MUSEUM OPERATIONS.* The Museum will continue to operate, manage and maintain the Buildings and the Collection in substantially the same manner as it has operated, managed and maintained the Museum Facility and managed and maintained the Collection in its existing location since March 7, 1982. During the Term, Museum shall maintain its Collection inventory records for at least the previous seven years. The City understands that during the course of a 99-year lease, there may be changes in operation, management, and maintenance procedures in the future. Museum may change such operation, management, and maintenance procedures provided (i) that the changes are consistent with the Recitals and other conditions of this Lease, each Applicable Referendum, and any subsequent referendum; (ii) that such changes are designed to enhance the Museum; and (iii) that such changes are reasonably expected not to diminish the importance of the Premises as the home of the Salvador Museum Facility and the Collection.

10.5 *BRICK PROGRAMS*: Museum shall not install any brick at the Premises or operate any program at the Premises, as the terms “brick” and “program” are defined in City Code chapter 25, article IX, as it may be renumbered or otherwise amended from time to time. If the City provides Museum with written notice that Museum has violated this paragraph 10.5, Museum, at Museum sole cost and expense, shall remove all bricks from the Premises and restore the Premises to its previous condition. If no deadline for such removal and restoration is provided in the notice, Museum shall complete such removal and restoration within 30 days after the City’s delivery of the notice.

11. COLLATERAL USES. Although the Intended Use of the Premises will be for an art museum including but not limited to the storage and display of the Collection, the Premises may be used for purposes in support of the Intended Use, including but not limited to academic programs, education, seminars, symposia, presentations, talks, classes, movies, films, slides, multimedia, retail shops, sales and dispensing of food and alcoholic beverages, catering, rental of rooms, event planning, and tours, in compliance with applicable law (collectively “**Collateral Uses**”).

12. EXCLUSIVE POSSESSION OF BUILDING AND PREMISES. Museum shall have the exclusive possession of the Buildings during the Term. Except as otherwise provided for in this Lease, the Museum shall have the exclusive possession of the Premises during the Term. The City, as Landlord, may not enter any Building without the express permission of Museum except during normal operating hours.

13. MAINTENANCE.

13.1 *PREMISES AND BUILDING MAINTENANCE BY MUSEUM.* Except as otherwise provided for in this Lease, Museum shall be responsible for all maintenance and repairs to the Premises and the Buildings during the Term. Museum shall maintain the Premises and the Buildings in accordance with the City Code and any other laws, ordinances and regulations and shall, to the extent required by applicable statutory or case law, have a duty to warn all persons who enter the Building, Other Buildings, or Premises of any dangerous conditions known by Museum. This paragraph shall not relieve either Party from its duties or responsibilities under paragraph 36 of this Lease.

13.2 *CENTER MAINTENANCE BY CITY.* The City shall maintain or cause to be maintained the buildings, improvements, landscaping, and other areas outside of the Premises but within the Center in accordance with the City Code, as it may be amended from time to time, and any other laws, ordinances, and regulations. Such

landscaping maintenance shall meet the City's typical and customary standards for North Straub Park. This paragraph shall not relieve either Party from its duties or responsibilities under paragraph 36 of this Lease.

13.3 *PREMISES VEGETATION MAINTENANCE BY MUSEUM.* Museum shall maintain any exotic plants located within the Premises and hereby releases the City from any responsibility for the care and installation of any exotic plants. For the purposes of this Lease, exotic plants shall mean any type of grasses, plants, shrubs, or trees that are not located in North Straub Park ("**Exotic Vegetation**"). Any Exotic Vegetation installed shall be compatible with the use of reclaimed water.

13.4 *PREMISES VEGETATION MAINTENANCE BY CITY.* In addition to the Exotic Vegetation, Museum shall maintain in good condition and repair the grass, plants, shrubs, and trees ("**Vegetation**") and the reclaimed water irrigation system for the Premises, and restore and rehabilitate the Vegetation which may be destroyed or damaged by fire, casualty, or other cause unless such destruction and damage is caused by Museum. Such maintenance shall meet the City's typical and customary standards for North Straub Park. All Vegetation installed shall be compatible with the use of reclaimed water.

13.5 *MANUFACTURER'S WARRANTIES.* The Parties, shall, whenever possible, extend to each other the benefit of any available manufacturer's or other warranties.

13.6 *DESIGNATED REPRESENTATIVE.* During the Term of this Lease, the City and Museum shall designate a representative to coordinate operations. Such designated representatives may be changed by written notice to the other Party in accordance with paragraph 66 of this Lease. The initial designated representatives shall be as follows:

FOR THE CITY – Downtown Enterprise Director

FOR THE MUSEUM – Museum Director

13.7 *CLEAN AND RESTORE AS TO CLOSED HOURS PARKING AND CITY USE DAYS.* City shall clean and restore the Premises to its prior condition by the end of each use period for Closed Hours parking and City Use Days.

14. MUSEUM'S RIGHT TO ENCUMBER THE LEASEHOLD INTEREST AND THE BUILDINGS

14.1 *LEASEHOLD INTEREST.* Museum's leasehold interest in the land is separable from the underlying interest of the City in the land and may be encumbered by a leasehold mortgage provided that such mortgage binds any successor owner to the terms and conditions of this Lease. Museum's ownership of the Buildings is separable from its leasehold interest in the land and from the City's underlying interest in the land and shall constitute personal property of the Museum which may be encumbered by Museum provided that such encumbrance binds any successor owner to the terms and conditions of this Lease.

14.2 LIMITATIONS TO ENCUMBRANCES.

14.2.1 Any mortgage or encumbrance shall not extend beyond the Term of this Lease and shall provide that it shall terminate at the end of the Term or upon the earlier termination of this Lease.

14.2.2 Any mortgage or encumbrance shall be subject to City Council approval which approval shall not be unreasonably withheld or delayed provided that if the City Council does not disapprove of any such mortgage or encumbrance within 21 calendar days of receipt of the Museum's request for approval, the mortgage or encumbrance shall be deemed approved. The Museum's request for approval shall include a copy of the proposed mortgage or encumbrance, the debt instrument(s) and written assurance that such mortgage or encumbrance conforms to the conditions of paragraph 14 of this Lease.

14.3 *SUCCESSOR OWNER.* In the event any successor owner shall be deemed to be in default of its obligations under this Lease and this Lease provides that such a default results in a termination of this Lease, the mortgage shall become null and void.

15. ASSIGNMENT; LICENSES; SUBLEASES.

15.1 Museum may not delegate performance nor assign this Lease or any of its rights under this Lease without City's prior written consent which shall be granted or withheld in the City's sole discretion and subject to each Applicable Referendum and the City Charter. Any such purported delegation or assignment without City's prior consent shall be null and void and shall constitute a material default of this Lease. Any purported involuntary assignment of this Lease or assignment by oper-

ation of law, whether by bankruptcy or insolvency, merger (whether as the surviving or disappearing corporation), consolidation, dissolution, reorganization, transfer of the Museum or controlling interest in the Museum, or court order effectuating such assignment or any other method, shall be null and void and shall constitute a material default of this Lease unless such underlying transaction is approved by the City Council which approval shall be in the sole discretion of the City Council.

15.2 Notwithstanding the foregoing, the Museum may enter into limited duration licenses and subleases of the Premises from time to time for up to seven consecutive days each for the Intended Use and Collateral Uses. Licenses or subleases that exceed seven consecutive days and less than five years require the written consent of the City, which consent shall not be unreasonably withheld or delayed. Licenses or subleases that exceed five years require the approval of the City Council which approval shall be in the sole discretion of the City Council. Further, pursuant to the 2004 Referendum, the City may withhold consent to a license or sublease of the Premises by Museum on the basis of the terms and conditions set forth in the 2004 Referendum and such withholding of consent shall not be deemed unreasonable.

15.3 Notwithstanding the foregoing, the Museum may, without City consent, enter into limited duration licenses or subleases of the Premises with the Promoter or such entities as may be authorized by the Promoter, for such duration as those parties may agree, but not to exceed the duration of the Grand Prix, as those terms are defined in paragraph 32 of this Lease.

16. PERMITS AND APPROVALS. The following requirements apply at all times during the Term:

16.1 *REGULATORY APPROVALS.* Museum shall construct any Building or other improvement on the Premises in accordance with all then-applicable federal, state, and local requirements (“**Regulatory Approvals**”).

16.2 *PERMITS AND LICENSES.* Museum shall diligently pursue obtaining all building permits, certificates of occupancy and any other approvals, licenses or permits, as may be required from all government authorities, utility companies or other entities for the construction within the Premises (collectively, “**Permits and Licenses**”).

16.3 *COMPLIANCE WITH CODES.* All building construction work shall be completed in compliance with all then-applicable codes, ordinances, rules, and regulations of applicable governmental authorities, in a good and workmanlike manner by licensed contractors with appropriate building permits.

17. CITY WORK.

- 17.1 *COVERED WALKWAY.* Museum acknowledges that the City satisfied its obligations under subparagraph 17.1 of the 2007 Lease prior to the Amendment Date by designing and constructing a covered walkway consistent with the design and materials utilized for the balance of the Center, running from the Mahaffey Theater along the Parking Garage east wall and up to the entrance of the Museum's Building. City shall maintain that covered walkway while it remains in existence, and Museum acknowledges that City may remove such covered walkway in conjunction with Future Center Improvements (as defined in paragraph 75).
- 17.2 *STORMWATER.* Museum acknowledges that the City satisfied its obligations under subparagraph 17.2 of the 2007 Lease prior to the Amendment Date by re-routing then-existing 60-inch stormwater facilities located within the buildable area of the Building Lot to the Setback Lot.
- 17.3 *PARKING GARAGE.* Museum acknowledges (i) that the primary use of the Parking Garage is to accommodate employees and patrons of the Theater Facility; (ii) that a secondary use of the Parking Garage is to serve the Museum when events at the Theater Facility are not expected to require the use of all Parking Garage spaces; (iii) that the City and any Theater Operator may sell Parking Garage spaces to the public and other third-party interests; (iv) that all revenue and expenses (capital and operating) related to the Parking Garage are those of the City; (v) that the City may, at any time and for any reason, demolish and replace the existing Parking Garage; and (vi) that if such a project is undertaken, the City is not responsible for providing any replacement parking during construction of the replacement Parking Garage.
- 17.4 *OVERFLOW PARKING.* Upon Museum's request from time to time during the Term, City shall work cooperatively with the Museum to identify publicly available overflow parking options available to Patrons.
- 17.5 *REMOVAL OF EXTRANEIOUS PIPES AND OTHER MAN-MADE THINGS WITHIN THE BUILDING LOT.* Museum acknowledges that City satisfied its obligations under subparagraph 17.5 of the 2007 Lease prior to the Amendment Date by removing from the Building Lot any then-existing pipes, devices, and other man-made things.

18. CONSTRUCTION, GENERALLY. The following requirements apply at all times during the Term unless otherwise specified:

- 18.1 *BUILDING AND FUTURE EXPANSION.* In addition to the Collection Building and the Phase 2 Building, Museum may, at any time and from time to time during the Term, and subject to all applicable federal, state, and local requirements, and conditions contained in this Lease, expand, remodel, and alter either of those Buildings and construct, expand, remodel, and alter any Other Building in the Building Lot or the Parking Lot. Any Building or other improvement constructed on the Premises must be compatible with the surrounding improvements in the Center. Any improvements constructed on the Parking Lot shall be consistent with this Lease and incorporate sufficient parking within the Parking Lot to replace any parking spaces lost due to such construction. The City Council may, in its sole discretion, waive the replacement parking requirement in this paragraph. Museum may demolish any Building or portions thereof as long as Museum either replaces the demolished portion with the same or greater amount of floor area within the Premises or obtains City Council's consent to demolition without such replacement, which demolition and replacement must also comply with all applicable laws and ordinances.
- 18.2 *STORAGE.* During Phase 2, storage of construction materials and equipment shall be governed by the Phase 2 Provisions. Otherwise, unless approved by the City, all storage of construction materials and equipment shall be limited to the Building Lot and, if allowed by paragraph 3.6, the Parking Lot.
- 18.3 *DATES ON WHICH CONSTRUCTION IS ALLOWED.*
- 18.3.1 With respect to Phase 2 Construction, the schedule for construction activity is governed by the Phase 2 Provisions.
- 18.3.2 At all times during the Term, no construction activity shall take place during any subsequent Race Control Period as set forth in paragraph 32 of this Lease.
- 18.4 *STAGING AREA.* During Phase 2, construction staging is governed by the Phase 2 Provisions. Otherwise, this paragraph 18.4 governs. Museum shall use only the Building Lot and, if allowed by paragraph 3.6, the Parking Lot, as the staging area for construction within the Premises. Museum may, with the City's Consent and at the City's sole discretion, use certain portions of the Setback Lot and the Buffer

Lots for staging (collectively, the “**Staging Area**”). During any construction, Museum shall restore the Staging Area as required by subparagraph 32.11, and following any construction, Museum shall restore the Staging Area to as good or better condition as existed immediately prior to construction.

- 18.5 *CONSTRUCTION NOTICE.* The Parties shall provide notice of intended construction activities together with a construction schedule to each other prior to engaging in any construction activities in or on the Center or Premises (other than emergency repairs).
- 18.6 *MINIMIZE INTERFERENCE.* Construction activities by the Museum shall be accomplished in a manner so as to minimize any disruption to users of the Center, the Theater Facility, or Premises, including but not limited to the Grand Prix (as defined in paragraph 32) and City Use Days, and to minimize any interference with access thereto. Specifically, Museum shall not allow construction to use pile-driving or to disrupt electrical or other utility service to the Theater Facility. Museum shall cause all construction activity, including but not limited to construction storage, staging, ingress, and egress, to be reasonably shielded from view from the adjacent City rights-of-way, unless City otherwise consents. If and to the extent that paragraph 32 of this Lease applies at that time, Museum shall assure that the Parking Lot (if and only if there is no building on the Parking Lot or being constructed on the Parking Lot) and all other City owned properties outside of the Building Lot being used by the Museum are made suitable for Race Operations in accordance in subparagraph 32.11. Upon the mutual agreement of the Parties, Museum shall assure that the Parking Lot (if and only if there is no building on the Parking Lot or being constructed on the Parking Lot) and all other City owned property outside of the Building Lot being used by the Museum is vacant and accessible for other City Use Days.
- 18.7 *OFF PREMISES CONSTRUCTION ACTIVITY.* Any construction activity (including but not limited to construction storage, staging, ingress, and egress) by the Museum that is not located on the Premises but is located within the Center or on an adjacent City right-of-way shall be subject to City and Museum’s mutual approval of Museum’s contractors’ utilization and scheduling plan and shall not obstruct or interfere with access to the Center.
- 18.8 *NO OBLIGATION FOR CITY FUNDING.* The City has no obligation to fund any construction within the Premises unless expressly agreed to through a separate agreement between the Parties.

19. OWNERSHIP OF BUILDING.

- 19.1 *DURING THE TERM.* During the Term, the Buildings and related improvements and their contents are the property of the Museum. All Buildings and other Museum-owned improvements then existing on the Premises, excluding the contents and other personal property therein and museum trade fixtures, shall become the property of the City upon the expiration or earlier termination of this Lease in accordance with the remainder of this paragraph 19.
- 19.2 *EXPIRATION.* Except as otherwise provided in paragraph 34.2 of this Lease, the City shall have the obligation to purchase the Buildings and other Museum-owned improvements (collectively “**Improvements**”) for the then current appraised value of the Improvements based on depreciated replacement cost without regard to the underlying land if a new lease for an additional 99 years that is lawful under then-applicable provisions of the City Code and City Charter is not executed by the City, and delivered to Museum before the Expiration Date or date of earlier termination of this Lease. Such new lease may deviate from the terms of this Lease only if mutually agreed upon by the Parties. The closing on City’s purchase of the Improvements from Museum shall take place within 90 days after the Expiration Date, at which time City shall pay Museum in cash for the value of the Improvements and Museum shall execute and deliver to City a bill of sale transferring title to the Improvements free and clear of all encumbrances. The value shall be determined in accordance with paragraph 19.4 of this Lease.
- 19.3 *NO OBLIGATION TO PURCHASE.* However, if Museum is in Default of this Lease and City has terminated this Lease under paragraph 31.4 and Museum has failed to timely cure and redeem its right to this Lease, or if the City has executed and delivered the new lease as set forth in paragraphs 7.2.2 and 19.2 of this Lease and Museum fails to execute the new lease, then the City shall be relieved of the obligation to purchase the Improvements.
- 19.4 *DETERMINATION OF VALUE.* The current appraised value of the Improvements shall be determined by averaging the fair market values found by two independent, state-certified general appraisers, or MAI appraisers, or the then current professional designation. No more than 60 days of the date of the event that triggers the need for the appraisals, City and Museum shall each obtain such an appraisal at no cost to the other. Those appraisals shall govern the determination of the value of the Improvements; provided, however, if the fair market values of the Improvements found by the two appraisers differ by more than 10%, the following provisions shall apply:

19.4.1 The City and Museum shall have 30 days from the receipt of the last appraisal to negotiate a value; or

19.4.2 If the City and Museum cannot agree on the value within the said 30-day period after receipt of the last appraisal, then the two (2) appraisers shall have 30 days to select a review appraiser, who then shall have an additional 30 days to determine which appraisal best reflects the fair market value of the Improvements which will be the determining current appraised value for the purposes of the sale. The cost of the review appraiser shall be shared equally by the City and Museum.

19.5 *CREDIT UNDER 2010 GRANT AGREEMENT.* The Parties acknowledge that the City may be entitled to a credit toward its purchase of the Improvements pursuant to the December 8, 2010 Grant Agreement between the City and Museum.

20. TAXES.

20.1 *PERSONAL PROPERTY TAXES.* Museum shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term, or any renewal term, against personal property of any kind owned by or placed in, upon or about the Premises by Museum.

20.2 *REAL ESTATE TAXES.* The Museum shall pay real estate taxes on any portion of the Premises that are deemed by the proper authorities to be non-exempt. In the event any portion of the Premises that are deemed exempt under current law from real estate taxes are reclassified to be non-exempt because of a change in the law, the City first shall pay from its share of the taxes collected into a fund to pay for landscaping, maintenance of, and reclaimed water to the Premises; and, then, refund to the Museum the remainder of the City's collected share of the taxes paid on such portion of the Premises; provided, however, if a revenue cap is in existence at the time the taxes are to be assessed on the City government such as the revenue cap now contained in Section 200.065, Florida Statutes, the City shall not be required to provide a refund.

20.3 *OTHER TAXES.* Museum shall pay to City, without notice or demand, all other applicable taxes relating to the Premises when due. Any amounts remaining unpaid shall be collectible as Additional Rent.

20.4 *PROPERTY OWNED BY GOVERNMENTAL UNIT.* The Premises are owned by the City and are subject to Florida Statute 196.199, as it may be amended from time to time.

21. UTILITIES.

- 21.1 *ACCESS.* City shall provide access to the same utility services to the Premises as it provides to any other establishment in the City.
- 21.2 *SEPARATE METERS.* Except as otherwise provided for in this Lease, Museum shall contract in its own name and pay for all utilities used by Museum on the Premises, except for reclaimed water, as set forth in paragraph 21.4 of this Lease. The Premises shall be separately metered (or submetered) for electricity, water, sewer, and other metered services.
- 21.3 *POTABLE WATER AND SEWER.* City shall, at its expense, provide and maintain to the property line of the Premises a potable water supply system and a sewer system at such locations as mutually agreed upon by Museum and City for the construction of any Buildings. City shall own and maintain the sewer system up to the property line of the Premises and the potable water supply system up to the meter on the Premises, and Museum shall own and maintain the water supply system on, in, and under the Premises from the meter and the sewer system from the property line of the Premises.
- 21.4 *RECLAIMED WATER.* Subject to availability and restrictions required by law, the City shall, at its expense, provide and maintain a reclaimed water sprinkler system for the irrigation of the Premises. City shall pay the usage fee for the reclaimed water.
- 21.5 UTILITY EASEMENTS.
- 21.5.1 Upon Museum's written request from time to time, City shall, at no cost to Museum, cooperate, as permitted by law, in granting, relocating, and vacating utility easements at locations on, over, or under the Premises for utility providers, as is reasonably necessary to support the Museum's Intended Use and Collateral Uses.
- 21.5.2 City may grant utility easements, with Museum's approval, which shall not be unreasonably withheld or delayed, across the Premises but not under the Building, or Other Buildings, provided such utility easements (i) are granted, relocated, or vacated without cost to Museum; (ii) do not interfere with the Museum's Intended Use or Collateral Uses; and (iii) do not detract from the aesthetics of the Buildings or the Premises.

- 22. QUIET ENJOYMENT.** Subject to the terms, covenants and conditions of this Lease, City warrants and covenants that Museum, and its lawful successors and assigns, shall peacefully and quietly have, hold, and enjoy the Premises for the entire Term.
- 23. MUSEUM'S OPERATIONS.**
- 23.1 Except as otherwise set forth in this Lease, nothing shall prohibit Museum from conducting its normal operations on the Premises. Museum shall not take any other action which constitutes a nuisance to City or other third party or would disturb the quiet enjoyment of other users/tenants of the Center or surrounding property or unreasonably interfere with their use of their respective premises, or property or permit waste of the Premises.
- 23.2 Except for on the Premises, Museum shall not place handbills, flyers or other advertisements on vehicles parked at the Center, nor may Museum actively solicit business by approaching guests of other Center facilities, without the prior written consent of the City or that facility, which may be withheld in its sole discretion. Notwithstanding the foregoing, the Museum may hire street performers, including but not limited to mimes, clowns, or jugglers to perform on the Premises or the Plaza without the City's consent, provided that use of the Plaza for such performers shall not occur without City's consent if there is other City-sponsored activity occurring in the Plaza.
- 24. NON-COMPETE.** Except as otherwise expressly provided in this Lease or required by law, City shall not lease, rent, license or allow the use of any of the Center and adjacent City-owned real property, including but not limited to Albert Whitted Park, Al Lang Stadium, Albert Whitted Airport, for the sale or display of any item, goods or services utilizing the name, likeness, or works of Salvador Dalí.
- 25. NO LIENS.** Museum shall have no authority to subject City's interest in the Premises to construction, mechanic's, or materialman liens or any other type of lien nor shall City have the authority to subject Museum's interest in the Premises or the Buildings to any construction, mechanic's, or materialman liens or any other type of lien. The existence of any such lien, which lien is not discharged by Museum or City, as the case may be, or bonded off within thirty (30) days of such parties' receipt of notice of filing, shall be a default of this Lease. All persons performing work, labor or supplying materials at the Premises on behalf of Museum or City shall look solely to the interest of such party and not to that of the other party for sums owed. Museum and City shall have the right, but not the obligation to discharge or transfer to a bond any lien filed against the Premises by the other party's contractor that has not been discharged or transferred to a bond within thirty (30) days from the

other party's receipt of notice of the filing thereof and any reasonable cost or expense, including reasonable attorney's fees, incurred by Museum or City as a result thereof shall be due and payable within fifteen (15) days of demand therefore. Any amount remaining unpaid shall be collectible as Additional Rent.

- 26. PAYMENT AND PERFORMANCE BOND.** Prior to any construction of structures on the Premises, Museum shall require its contractor to secure a payment and performance bond which shall name the City as the obligee/owner in accordance with Section 255.05, or Chapter 713, Florida Statutes, as applicable, or successor laws. Notice is hereby given that no contractor, subcontractor or any other person who may furnish any material, service or labor for any building, improvement, alteration, or repairs or any part thereof, or for the destruction or removal of any Building or other structure, shall at any time be or become entitled to any lien on or against the Premises or other City-owned property.

27. INSURANCE.

27.1 *MUSEUM OBLIGATION.* Except as revised pursuant to subparagraph 27.2 or as modified for the duration of Phase 2 pursuant to paragraph 71, Museum, as of the Effective Date, shall, from that time until the expiration or earlier termination of this Lease, maintain at Museum's cost, the following insurance:

27.1.1 *COMMERCIAL GENERAL LIABILITY.* Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence (“**Individual Claim**”), \$2,000,000 aggregate in occurrences form. Coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, personal injury, contractual liability under this Lease, broad form property damage resulting from explosion, collapse or underground exposures, and fire legal liability in the amount of \$100,000.

27.1.2 *WORKER'S COMPENSATION.* Workers' Compensation Insurance in compliance with the laws of the State of Florida. Employers Liability coverage with minimum limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

27.1.3 *LIQUOR LIABILITY.* Liquor Liability Insurance coverage of not less than \$1,000,000.

27.2 *INSURANCE COVERAGE AND LIMITS.* The insurance coverage and limits required by paragraph 27.1 of this Lease are subject to change or revision every five years during the Term during the month of the anniversary of the Commencement

Date based on consideration of then-current commercially reasonable coverage and limits found at other art museums in the Tampa Bay metropolitan area (the “**Comparison Coverage**”). In the event the Comparison Coverage varies by at least by 25% from the coverage and limits required by paragraph 27.1 of this Lease, then the Parties shall execute an amendment to that paragraph to provide new coverage and limits that they are at least equal to the Comparison Coverage. That amendment must provide the Museum with at least 120 days to obtain the insurance required under the amendment. Failure of the Museum to comply with this paragraph (including the obligation to execute an amendment to the Lease) is a Default of this Lease.

- 27.3 *CITY AS ADDITIONAL INSURED.* All of the insurance required under this Lease, shall be established under enforceable policies issued by insurers licensed to do business in the State of Florida and be acceptable to the City. All policies, except Worker’s Compensation policies, shall name the City as additional insured as to its duties and responsibilities with regard to the Premises pursuant to this Lease including but not limited to maintenance. All policies shall also be in occurrence form, provide contractual liability covering the liability assumed in this Lease, other than paragraph 36, of this Lease and shall not exclude any activity that would normally be associated with use of the Premises without the prior written consent of the City which may be withheld by the City at its sole discretion. All policies shall provide that they shall not be subject to cancellation or material change, which affect City, except upon at least thirty (30) days prior written notice to City at the address set forth in this Lease.
- 27.4 *MUSEUM REPORTING REQUIREMENT.* Museum shall provide City with Certificates of Insurance on standard ACORD forms reflecting all coverages prior to the Commencement Date and at each subsequent policy renewal. Museum shall provide the City an original or copies of a policy or policies upon written request within thirty (30) days of the receipt of said written request.
- 27.5 *FAILURE OF MUSEUM TO PROVIDE INSURANCE.* If Museum fails to furnish Certificates of Insurance, insurance policies or copies of policies showing policies are paid in full as provided in this Lease, the City may, but is not required to in its sole discretion, after written notice to Museum and failure of Museum to provide the documents within ten (10) days of such notice, obtain the insurance. The premiums paid by the City on that insurance shall be paid by Museum to the City as Additional Rent.

27.6 *NOTICE OF CLAIM.* Each Party shall give prompt notice to the other party in case of fire or accidents or other casualties on or about the Premises.

28. RESPONSIBILITY OF PARTIES. Each party shall be fully responsible for the negligence of its respective agents, officers, and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the City, or to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or as admission of liability by either party to third parties. Each party's liability and obligations to the other shall be limited to those liabilities expressly set forth herein; otherwise, each party shall assume responsibility of costs and expenses incurred by it. Nothing herein shall be construed to negate or modify the insurer's responsibility to the City, as an additional insured under any insurance required by paragraph 27 of this Lease, to defend and pay claims made against the City.

29. LOSS; DAMAGE; INJURY; DEFECTS.

29.1 *RISK OF LOSS.* Museum shall store its property in and shall occupy the Buildings, Premises, and all other portions of the Center at its own risk.

29.2 *MERCHANDISE/EQUIPMENT.* The City shall not be responsible or liable at any time for any damage to the art work, merchandise, equipment, fixtures, trade fixtures or other personal property of the Museum or to Museum's operations regardless of the cause, unless such damage is due to City's negligence or wrongful act, except as provided for in this Lease.

29.3 *THIRD PERSONS.* Except as otherwise provided, neither the City nor the Museum shall be responsible or liable to the other for any damage to either person or property that may be occasioned by or through the acts or omissions of third persons acting independently of either party.

29.4 *DEFECTS PRIOR TO PHASE I.* The City acknowledges that, pursuant to subparagraph 29.4 of the 2007 Lease, Museum inspected the Premises prior to the Commencement Date and was willing to proceed with Phase 1 construction subject to the City complying with paragraph 36 of this Lease. Museum acknowledges that, pursuant to subparagraph 29.4 of the 2007 Lease, the City made no representations, statements, or warranties, either expressed or implied, as to the condition of the Premises as of the Amendment date, or as to its fitness for a particular use. Except

for City's negligence or wrongful act or except as otherwise provided herein, the City and its respective agents and employees shall not be responsible or liable at any time for (a) any defects, latent or otherwise, in the Premises, or (b) for any loss of life, or injury or damage to any person or to any property or operations of Museum or those claiming by, through or under Museum, caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in any part of the Premises or caused by or resulting from, acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any improvements to the Premises.

30. WAIVER OF SUBROGATION. City and Museum hereby waive any rights each may have against the other on account of any loss or damage incurred by City or Museum, as the case may be, to their respective property, the Center, the Premises, or its contents arising from any risk actually covered by fire and extended coverage insurance policies. The Parties each, on behalf of their respective insurance companies insuring the property of either City or Museum against any such loss or damage, waive any right of subrogation that such companies may have against City or Museum, as the case may be to the extent such insurance allows it. Each party covenants with each other that, to the extent such insurance endorsement is available, they shall each obtain for the benefit of the other, a waiver of any right of subrogation from their respective insurance companies, if such endorsement is requested. If either Party is unable to obtain the waiver of any right of subrogation, the other Party shall not be required to obtain such waiver.

31. DEFAULT.

31.1 *DEFAULT BY MUSEUM.* Subject to Museum's right to notice and opportunity to cure a default as set forth in subparagraph 31.2, below, Museum shall be deemed to be in default upon the occurrence of any of the following (collectively "**Default**"):

31.1.1 Museum's failure to comply with paragraph 10 of this Lease.

31.1.2 Museum's failure to pay Rent, Additional Rent, or any other sums due under this Lease when due.

31.1.3 Museum's failure to meet any deadline contained in the Phase 2 Milestone Schedule (as defined in subparagraph 68.4), any deadline contained in a deliverable on the Phase 2 Milestone Schedule (including the project design and permitting schedule and the construction schedule), or any other deadline established pursuant to the Phase 2 Provisions.

- 31.1.4 Museum's failure to comply with any condition of any permit or other regulatory approval related to Phase 2 Construction, including any permit or regulatory approval issued to the City as landowner.
- 31.1.5 Museum's failure to perform or comply with any other material covenant, promise, obligation, or prohibition contained in this Lease.
- 31.2 *NOTICE; MUSEUM RIGHT TO CURE.* Except as may be modified by another provision of this Lease, Museum shall have notice and an opportunity to cure any Default in accordance with the following:
 - 31.2.1 Museum's failure to pay any monetary sum under this Lease for a period of 30 days after receipt of written notice from City to Museum that such sums are due, unless Museum deposits such sums, within the said 30 days, into the escrow account of the Museum's attorney or escrow agent pending a resolution of the dispute through mediation. The Parties agree to participate in mediation in accordance with the mediation procedures of the State of Florida and to share equally in the costs of the mediation.
 - 31.2.2 The occurrence of any other event specified in paragraph 31 of this Lease, that is not cured by Museum within 30 days from Museum's receipt of written notice from City, provided that this 30-day cure period shall be extended for such reasonable period of time as is necessary to cure the default if (i) the default is not reasonably capable of cure within said 30-day period; (ii) Museum commences and continues to diligently attempt to cure the default throughout the extension period; and (iii) the extension is for no longer than 180 days.
- 31.3 *CITY'S REMEDIES.* If Museum fails to cure a Default after receiving notice and an opportunity to cure in accordance with subparagraph 31.2, City may exercise all remedies available at law or in equity, subject to the following conditions:
 - 31.3.1 The City's remedy for a default of paragraph 31.1.2 of this Lease shall be limited to a judgment for monetary damages.
 - 31.3.2 In the event a judgment for monetary damages or specific enforcement is rendered against the Museum and it is either upheld on appeal, or the time for appeal has expired and no appeal has been filed, the Museum shall comply with such judgment and failure to do so shall constitute a default of this Lease which may be enforced by any remedy available at law or equity exclusive of the restrictions contained in this subparagraph 31.3.

31.3.3 The City's remedies under this subparagraph 31.3 shall be cumulative and non-exclusive.

31.4 *CITY'S RIGHT TO TERMINATE.* Notwithstanding the provisions of paragraphs 31.2 and 31.3, of this Lease, and except as otherwise provided in this Lease and in addition to any other remedies provided for herein, the City has the right but not the obligation to terminate this Lease only if (i) if the Premises are not used for the Intended Use for a continuous period of one (1) year, or (ii) any other default of paragraph 10 or paragraph 15 of this Lease. Such termination right must be exercised by written notice to Museum at least six (6) months prior to the effective date of the termination. In such case, Museum may cure and redeem its right to this Lease (and the Lease shall not be terminated) by re-establishing the Intended Use of the Premises or curing any of the defaults of paragraph 10 or paragraph 15 of this Lease prior to the effective date of the termination.

31.5 *DEFAULT BY CITY.* City shall be in default under this Lease if City fails to perform any of its obligations or breaches any of its covenants contained in this Lease and said failure or breach continues for a period of thirty (30) days after receipt of written notice from Museum to City, provided this thirty (30) day cure period shall be extended for such reasonable period of time as is necessary to cure the default, if the default is not reasonably capable of cure within said thirty (30) day period and City commences and continues to diligently cure the default. However, City shall be deemed in default under this Lease if City, acting as Landlord under this Lease (and not in its capacity as a Municipal Corporation including but not limited to the exercise of its police or taxing powers) impedes Museum's or its Patrons' access to the Premises, unless otherwise provided for in this Lease, after receipt of written notice from Museum and City fails to remove said impediment in an expeditious manner.

31.6 *MUSEUM'S REMEDIES.* Upon City's default hereunder Museum may exercise all remedies available at law or in equity. All such remedies shall be cumulative and non-exclusive.

32. **GRAND PRIX.** The "Grand Prix" is a once-a-calendar-year automobile race, supporting motor vehicle races, and related public relations and social, entertainment, and commercial events or affairs held or organized within the City of St. Petersburg. The Grand Prix is operated by a third-party promoter (the "**Promoter**") pursuant to the Grand Prix Race Agreement (as defined in paragraph 33.1). The Grand Prix is a sixty-eight (68) consecutive day event that is comprised of a forty-two (42) day "**Set-up Period**", a four (4)

day “**Race Event**”, and a twenty-two (22) day “**Dismantling Period**”, including a Race Control Period, as hereinafter defined.

32.1 *RACE CONTROL PERIOD.* The “**Race Control Period**” shall be from 6:00 AM on the Monday preceding the Race Event until 12:00 PM on the Wednesday following the Race Event unless the Race Event is postponed.

32.2 *RACE EVENT.* The Race Event shall be conducted on four (4) consecutive days starting on Thursday and ending on Sunday, unless postponed as set forth below.

32.3 *RACE EVENT POSTPONED.* In the event the Race Event is postponed, it shall be held within seven (7) days of the previously scheduled final day of the Race Event and all Grand Prix time periods shall be extended accordingly. The City may then use any uncommitted non-Race Event City Use Days in the then current calendar year, or if all the City Use Days are committed, the City may use future uncommitted non-Race Event City Use Days from the subsequent calendar year.

32.4 *PRESENT AND FUTURE GRAND PRIX RACE AGREEMENTS.* Both the Museum and the City acknowledge that the current Grand Prix Race Agreement as described in paragraph 33.1 of this Lease and the provisions of this Lease are acceptable and set forth the parameters that are acceptable to both the Museum and City for the current Grand Prix Race Agreement. Any future Grand Prix race agreement, including any extension or modification to the current Grand Prix Race Agreement, that covers the same subject matter and contains the same provisions as the current Grand Prix Race Agreement (additional or amended provisions may be added, pursuant to paragraph 32.4.2 of this Lease) and the provisions of this Lease (“**Future Grand Prix Race Agreement**”) is acceptable to Museum so long as the following provisions are incorporated in that Future Grand Prix Race Agreement (allowing for any non-substantive changes to the text below that is approved by Museum to improve clarity or to conform terminology to the applicable Future Grand Prix Race Agreement):

32.4.1 *REMOVAL OF BUILDING LOT FROM GRAND PRIX RACE AGREEMENT.* The Building Lot is not under the control of or available for use by the Promoter under the Grand Prix Race Agreement. The Building Lot is a Future Permanent Facility and not a Race Event Facility, as those terms are defined in the Grand Prix Race Agreement.

32.4.2 *FUTURE GRAND PRIX RACE AGREEMENT NOT APPLY TO MUSEUM.* City assures Museum that the Building Lot shall not be under the

control of the Promoter of any Future Grand Prix Race Agreement and that the Promoter's Concession Rights (i.e. the Museum shall have the right to sell its usual and customary merchandise inside the Buildings) and Ticket Sale Rights (i.e. the Museum and only the Museum shall have the right to sell tickets or otherwise charge for admission to the Building Lot, and the Parking Lot if an Other Building exists or is being constructed on the Parking Lot, for those persons legitimately within the Race Area) as defined in the current Grand Prix Race Agreement shall not apply to the Building Lot (and the Parking Lot if an Other Building exists or is being constructed on the Parking Lot) of the Premises in any Future Grand Prix Race Agreement. To the extent that permanent concessions outside the Buildings exist within the Building Lot (and the Parking Lot if an Other Building exists or is being constructed on the Parking Lot) of the Premises, those concessions may operate in the usual and customary manner during the Race Event in any Future Grand Prix Race Agreement, provided that permanent concessions outside the Buildings are not temporarily spatially expanded (does not expand beyond the hard surface area dedicated to outside service) during any Race Event. Museum acknowledges that any Future Grand Prix Race Agreement may have different third parties serving as the Promoter, different length of term, different dates for the Race Event, different Race Circuit Configuration, different Race Area configuration, and different provisions that only affect the City and the Promoter. Exhibit B in the current Grand Prix Race Agreement shall include this Lease in Future Grand Prix Race Agreements as an existing city contract.

- 32.4.3 *SET-UP AND DISMANTLING PLAN.* The City shall consult with Museum on the Set-up and Dismantling Plan (as defined in the Grand Prix Race Agreement) and phasing related thereto. City shall work with the Promoter to minimize the impact of the Set-up and Dismantling Plan on the Premises and use reasonable efforts to prioritize the Set-up and Dismantling Plan to accommodate the Museum and its need for Patron access and aesthetics.
- 32.4.4 *BUSINESS DEFINITION.* Any reference in the current Grand Prix Race Agreement to businesses, merchants, and private entities shall include the Museum in Future Grand Prix Race Agreements.

32.4.5 *MUSEUM'S RIGHTS DURING THE RACE EVENT.*

- 32.4.5.1 Museum shall be allowed to be open to its Patrons and to operate.
- 32.4.5.2 City shall, at its expense, install and maintain temporary fencing to secure the Building Lot (and the Parking Lot if an Other Building exists or is being constructed on the Parking Lot) of the Premises with Museum controlling gate access to the Building Lot (and the Parking Lot if an Other Building exists or is being constructed on the Parking Lot).
- 32.4.5.3 Museum shall have a right of access to the Building Lot (and the Parking Lot if an Other Building exists or is being constructed on the Parking Lot) for its Patrons legitimately within the Race Area, as defined in the Grand Prix Race Agreement.
- 32.4.5.4 Museum shall have the right to display permanent Salvador Dalí building identification signs affixed to the Collection Building.
- 32.4.5.5 City shall provide pedestrian directional signs within the Center that make it clear how to access the Museum Facility.
- 32.4.5.6 Museum shall have the right to charge separate admission to the Museum Facility during the Race Event.
- 32.4.5.7 The City shall provide up to 48 daily credentials and/or passes to Museum sufficient for use by its employees and volunteers to access the Premises for operational purposes during the Race Event.
- 32.4.5.8 City shall not allow any fuel or combustible materials to be kept or dispensed near the Museum Facility unless done so in accordance with applicable Fire Codes.
- 32.4.5.9 City shall continue to provide garbage service at the Museum Facility before, during, and after the Race Event.

32.5 *SETBACK LOT AND PARKING LOT.* The City shall have the exclusive right to use the Setback Lot and the Parking Lot during the Race Control Period. This right to

use the Parking Lot applies only if and when no building exists or is being constructed on it. If the Parking Lot is available for access and use for Museum and its Patrons' parking on the Monday, Tuesday, or Wednesday before or after the Race Event, the City is not obligated to provide alternative parking for the Patrons for such day(s).

32.6 *ACCESS TO PREMISES DURING SET-UP PERIOD AND DISMANTLING PERIOD.*

32.6.1 During the Set-up and Dismantling Periods except for the Race Control Period, the Museum shall have reasonable expedient access to the Premises for its Patrons. The City, at its sole cost and expense, shall provide adequate vehicular directional signs and banners unique to the Museum and bearing its name designating the access for the Patrons during the Set-up and Dismantling Periods. City shall provide any personnel required to accomplish this objective.

32.6.2 City recognizes that the current Grand Prix Race Agreement provides for the mutual approval of the Set-up and Dismantling Plan by the City and Promoter. In any Future Grand Prix Race Agreement, City will incorporate provisions in the Set-up and Dismantling Plan, to achieve, as far as practicable, the following schedule of minimum critical access to the Premises and of tire pallet installation and race barrier fencing to accommodate the Museum and its need for Patron access and aesthetics during the Set-Up and Dismantling Period:

32.6.2.1 Until fourteen (14) days prior to the Race Control Period, ingress and egress from the intersection of 1st Street South and 5th Avenue South along Bayshore Dr. S.E. up to and including the Garage Access Route.

32.6.2.2 Thereafter, until the beginning of the Race Control Period, if ingress and egress from the intersection of 1st Street South and 5th Avenue South along Bayshore Dr. S.E. and to the Garage Access Route is closed, then ingress and egress shall be from the intersection of 1st Street South and 4th Avenue South through the Access Aisles up to and including the Garage Access Route.

32.6.2.3 Beginning seven (7) days after the Race Event ends, ingress, and egress to the Premises shall be from the intersection of 1st

Street South and Fifth Avenue South along Bayshore Drive S.E. up to and including the Garage Access Route.

32.6.2.4 Until fourteen (14) days prior to the Race Control Period, tire pallets and fencing above race barriers along the north curb line of Bayshore Drive S.E. between a point of one hundred fifty (150) feet east of the eastern boundary of the Garage Access Route and the intersection of 5th Avenue South and 1st Street South will not be installed.

32.6.2.5 No more than seven (7) days after the beginning of the Dismantling Period the tire pallets and fencing above the race barriers setout in paragraph 32.6.2.4, above, shall be removed. However, the barriers may remain until removal in accordance with the approved Set-up and Dismantling Plan.

32.7 *ACCESS TO PREMISES DURING THE RACE CONTROL PERIOD.* During the Race Control Period, except during the Race Event, for which access is provided for in paragraph 32.4.5 of this Lease, the City shall provide for pedestrian access to the Museum Facility. Museum may, at its sole cost and expense, provide a shuttle service to the Center subject to operational and safety concerns. City shall provide pedestrian directional signs, at its sole cost and expense, on how to access the Museum Facility.

32.8 *NOTICE OF RACE.* City shall give Museum written notice specifying the dates of each Race Event and the dates of use of the City Use Days for each Race Event by the earlier of ten (10) days after City receives notice of the date of the next Race Event or sixty (60) days before the first day of the next Race Event.

32.9 *CLEAN ZONE.* Museum shall comply with all restrictions on temporary business activities (i.e. “**Clean Zone**”) adjacent to the Center or the Race Area, as set forth in Exhibit “E”, of this Lease imposed by the City, including but not limited to City Ordinance 702-G, as it may be amended from time to time as to the annual Race Event dates, regardless of whether such restrictions are technically applicable to the Premises, unless waived in writing by the Promoter. Museum shall not place Signage other than Museum’s name, logo, and Dali likeness nor allow any third party to place any Signage, as hereinafter defined, on the Premises during the Race Event, unless waived in writing by the Promoter. Streamers, pennants, banners, and inflatables which are visible from any street right-of-way and/or the race area are prohibited during the Race Event, unless waived in writing by the Promoter.

32.10 *GRAND PRIX RACE AGREEMENT DEFINED TERMS.* All terms defined in the Grand Prix Race Agreement shall have the same meaning when used in this Lease as a defined term.

32.11 *SUITABILITY FOR RACE OPERATIONS.*

32.11.1 For purposes of this Lease, “**Race Operations**” means the activities necessary for the operation of the Grand Prix within the Premises and the Garage Access Route (including set up and take down activities during the Set-Up Period and Dismantling Period).

32.11.2 Museum shall take any action necessary or appropriate to ensure that the Premises and the Garage Access Route is suitable for Race Operations, including (i) removing or relocating any Museum property or other materials (regardless of ownership) from the Setback Lot, the Parking Lot, or the Garage Access Route that would interfere with Race Operations; (ii) restoring any portion of the Setback Lot, the Parking Lot, or the Garage Access Route affected by construction to a condition suitable for Race Operations; and (iii) permitting the use of the Setback Lot, the Parking Lot, and the Garage Access Route for Race Operations.

32.11.3 During any period of time in which the Setback Lot, the Parking Lot, or the Garage Access Route is affected by construction permitted by this Lease (including Phase 2 Construction), Museum shall complete items (i) and (ii) in the preceding subparagraph at least three days prior to the Set-Up Period, to provide for inspection and acceptance by the City.

32.11.4 Regardless of any reconfiguration of the Premises that occurs during Phase 2, (i) the area available for Race Operations during the Race Control Period must continue to include all of Lot 2 and Lot 3 on the Phase 1 Plat and (ii) the only area that has been historically used for Race Operations that will be unavailable for Race Operations as the result of Phase 2 Construction is portion of Lot 6 on the Phase 1 Plat that is added to the Building Lot (unless the Elevated Concept is approved, in which case the area underneath the Phase 2 Building may become available for Race Operations following Phase 2 Construction). Accordingly, the scope of the Phase 2 Construction Site (as defined in subparagraph 68.3.2) must be reduced in scope so that all of Lot 3 on the Phase 1 Plat is available for Race Operations beginning three days prior to the Set-Up Period, to provide for

inspection and acceptance by the City, and continuing through the end of the Dismantling Period.

32.11.5 If Museum fails to take any action required by subparagraph 32.11, the City (in addition to any other right or remedy available to it) may either take that action itself or allow the Promoter to take that action. Any property or materials removed pursuant to this subparagraph may be stored or disposed of at the City's sole discretion, and Museum shall reimburse City or Promoter, as applicable, for (i) any cost incurred in taking any action pursuant to this subparagraph, specifically, and (ii) any damage, loss, or harm incurred as a result of the Museum's failure to comply with subparagraph 32.11, generally. Any such amount due to the City will be collectible as Additional Rent.

33. THIRD PARTY AGREEMENTS. Museum agrees that, during the Term of this Lease, the City has the right to enter into, amend, extend, supersede, and terminate separate agreements with third parties for the Race Event, the naming of and signage within the Center excluding the Premises, and the management of the Center excluding the Premises, which shall be collectively referred to as "**Third Party Agreements**", as long as such agreements are consistent with this Lease and do not restrict performance of this Lease, subject to paragraph 32 of this Lease. City agrees that it has no right to legally bind Museum to such future Third Party Agreements or to amend this Lease by such future Third Party Agreements, unless Museum hereafter consents in writing thereto. Notwithstanding the foregoing two sentences, the City is currently a party to the following existing Third Party Agreements affecting the Premises, and Museum agrees the City may honor and perform its duties and obligations under these Third Party Agreements:

33.1 "**Grand Prix Race Agreement**" means the agreement between the City and a Promoter for the Grand Prix, as may be amended, extended, or superseded from time-to-time (including any "Future Grand Prix Race Agreement" made pursuant to paragraph 32.4).

33.1.1 As of the Effective Date, the Grand Prix Race Agreement was the September 16, 2004 Agreement between the City of St. Petersburg and Andretti Green Promotions, LLC ("**Andretti Green**") for the Conduct of Professional Racing in Downtown St. Petersburg, a copy of which was included as an exhibit to the 2007 Lease. The Parties acknowledge as of the Amendment Date (i) that the original Grand Prix Race Agreement has been amended multiple times since the effective date and (ii) that, as the result of an ownership change to Andretti Green that occurred after the Effective

Date, the Grand Prix Race Agreement is now between the City and Green Savoree St. Petersburg, LLC, an Indiana limited liability company, which currently serves as the Promoter under the Grand Prix Race Agreement.

33.1.2 Museum acknowledges (i) that the Grand Prix Race Agreement predates the 2007 Lease; (ii) that the then-current version of the Grand Prix Race Agreement was attached to the 2007 Lease; (iii) that the 2007 Lease included provisions intended to protect the City's ability to fulfill its obligations under the Grand Prix Race Agreement (including subparagraph 32.4 and paragraph 33); (iv) that those provisions of the 2007 Lease allowed the Grand Prix Race Agreement to be amended by the City subject to conditions in the Lease intended to protect the Museum's rights under the Lease; and (v) that the 2022 Referendum requires the Amended Lease to continue providing City with the rights necessary to fulfill its obligations under the Grand Prix Race Agreement. In consideration of those factors, Museum further acknowledges (i) that, although the Amended Lease removes the now-outdated version of the Grand Prix Race Agreement as an attachment to the Lease, such removal is not intended to modify the role of the Grand Prix Agreement relative to the Lease and (ii) that no amendment made by the Amended Lease (including the one described in the preceding clause) may limit the City's rights to perform the Grand Prix Race Agreement. Accordingly, (i) any ambiguity in interpreting the Amended Lease should be resolved in favor of maintaining City's rights to continue performing the Grand Prix Race Agreement and (ii) City, when acting in its capacity as a lessor, may withhold any approval contemplated by this Agreement (including approval related to Phase 2, as described in subparagraph 68.7) if City, in its sole discretion, determines that providing such approval would impair its ability to fulfill its obligations under the Grand Prix Race Agreement.

33.2 **“Center Naming Rights Agreement”** means an agreement between the City and a third-party sponsor for naming rights to the Center, as that agreement may be amended, extended, or superseded from time-to-time. As of the Effective Date, the Center Naming Rights Agreement was the May 2006 Agreement Regarding Naming Rights between the City of St. Petersburg and Progress Energy Service Company, LLC, a North Carolina limited liability company (**“Progress Energy”**), on behalf of Florida Power Corporation d.b.a. Progress Energy Florida, Inc., a copy of which was included as an exhibit to the 2007 Lease. The Parties acknowledge that,

as of the Amendment Date, that document remains the current Center Naming Rights Agreement.

- 33.3 **“Management Agreement”** means an agreement between the City and a third party hired to operate the Theater Facility on the City’s behalf, as that agreement may be amended, extended, or superseded from time-to-time. As of the Effective Date, the Management Agreement was the October 31, 2006 Management Agreement between the City of St. Petersburg and SMG (“**SMG**”) for the Mahaffey Theater, a copy of which was attached to the 2007 Lease. The Parties acknowledge that, as of the Amendment Date, the original Management Agreement has been superseded by another agreement.

34. DESTRUCTION OF BUILDINGS OR OTHER IMPROVEMENTS.

- 34.1 *RESTORATION.* If any Building or other improvement is partially or totally destroyed by fire or other casualty and sufficient insurance proceeds exist for Museum to restore that Building or other improvement to its pre-event condition, then Museum shall repair, renovate or rebuild the applicable Building or other improvement to a condition similar to the pre-event condition of that Building or other improvement, commencing within six months from the event and thereafter proceed with diligence to complete such repair, renovation or restoration as soon thereafter as is practicable, unless City otherwise consents.
- 34.2 *TERMINATION.* Notwithstanding paragraph 34.1 of this Lease, if such destruction occurs within the last 10 years of the Term, Museum may at its option pay for demolition of the improvements and restore the site to its original undeveloped condition and terminate this Lease within 60 days after such casualty loss, in which event all obligations herein shall cease as of the date of such termination, and neither City nor Museum shall have any further obligations or rights hereunder except as provided for in this Lease.

35. REPRESENTATIONS AND WARRANTIES.

- 35.1 *CITY REPRESENTATIONS AND WARRANTIES.*
- 35.1.1 The City is a duly authorized and validly existing municipal corporation of the State of Florida.
- 35.1.2 The City owns title to the Premises in fee simple and without lien or encumbrance except for the restrictions in the St. Petersburg City Charter Section 1.02 on Park and Waterfront Property.

- 35.1.3 In any sale of the Premises by the City, Buyer shall agree to be subject to the terms and provisions of this Lease.
- 35.1.4 The City has the full right to make and enter into this Lease.
- 35.1.5 City officials executing this Lease on behalf of the City are authorized to do so by the City Council, the City Charter, Florida law, and the Florida Constitution.
- 35.1.6 At the time of the execution of this Lease the Premises are Waterfront Property as defined in the City Charter and their use under this Lease is consistent with their Waterfront purposes and is a legitimate Waterfront purpose for the benefit of the citizens of and visitors to the City of St. Petersburg.
- 35.1.7 The Premises are zoned Downtown Center-3 (DC-3) under Chapter 16, “**Land Development Regulations**” of the City Code as of the Effective Date of this Lease, and the Intended Use and Collateral Uses are permissible on the Premises. However, while alcoholic beverages are permitted, they are restricted by location as set forth in the Land Development Regulations.
- 35.1.8 This Lease constitutes a valid and legally binding obligation on City, enforceable in accordance with its terms.
- 35.1.9 The City, to the extent permitted by law, will defend and hold harmless Museum and its successors and assigns of and from any loss, damage, or liability that they may incur as a result of the failure of these warranties.
- 35.1.10 The Parties acknowledge that the Intown Areawide Development of Regional Impact Development Order (“**DRI**”) in effect when the Lease went into effect was subsequently rescinded pursuant to City ordinance 274-H, which was adopted on May 18, 2017.

35.2 *MUSEUM REPRESENTATIONS AND WARRANTIES.*

- 35.2.1 Museum is a duly authorized and validly existing Florida non-profit corporation qualified to act in the State of Florida;
- 35.2.2 Museum has the full right and authority to enter into this Lease;

- 35.2.3 Each of the persons executing this Lease on behalf of Museum are authorized to do so;
- 35.2.4 This Lease constitutes a valid and legally binding obligation of Museum, enforceable in accordance with its terms.
- 35.2.5 The Museum will defend and hold harmless City and its successors and assigns of and from any loss, damage, or liability that they may incur as a result of the failure of these warranties, as more particularly described in paragraph 67.

36. HAZARDOUS SUBSTANCES.

- 36.1 *DEFINITIONS.* For purposes of this Lease, the following words and phrases shall have the following meaning except where the text clearly indicates a contrary intention:
 - 36.1.1 “**Environment**” shall mean soil, surface waters, groundwater, land, stream and sediments, surface or subsurface strata, ambient air, interior and/or exterior of any building or improvement and any environmental medium.
 - 36.1.2 “**Environmental Law**” shall mean the following: Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., as amended (“**RCRA**”); the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., as amended (original act known as “**CERCLA**” or “**Superfund**”, the amendments are known as” **SARA**”); the HSWA amendments to RCRA regulating Underground Storage Tanks (“**UST’s**”), 42 U.S.C. Sections 6991-6991(I), as amended; the Clean Air Act of 1963, 42 U.S.C. Sections 7401, et seq., as amended (Clean Air Act); the Federal Water Pollution Control Act of 1977 and 1987, 33 U.S.C. Sections 1251, et seq., as amended (Clean Water Act); the Toxics Substances Control Act of 1976, 15 U.S.C. Sections 2601, et seq., as amended (“**TSCA**”); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., as amended (“**HMTA**”); the laws and regulations set forth in paragraph 36.1.3 of this Lease; and any other present or future federal, state or local law, regulation, rule or ordinance implementing or otherwise dealing with the subject matter of the preceding laws and regulations.

36.1.3 **“Hazardous Material” or “Hazardous Materials”** means any substance, material or waste which is toxic, ignitable, reactive, corrosive, hazardous or toxic and which is regulated by local, state or national government, including but not limited to each of the following: (1) any solid, semi-solid, liquid or gaseous substance which is toxic, ignitable, corrosive, carcinogenic or otherwise harmful or potentially harmful to human, plant or animal health or well-being; (2) those substances, materials and wastes listed now or in the future by the United States Department of Transportation in the Table at 49 CFR Section 172.101, or identified by the United States Environmental Protection Agency as hazardous substance at 40 CFR Part 302, and amendments thereto, and any and all substances, materials and wastes which are or become regulated under any applicable local, state or federal law, as amended; (3) any substance, material, or waste which is (a) petroleum or a derivative thereof, (b) drycleaning solvent, (c) asbestos, (d) polychlorinated biphenyls, (e) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1321, et seq., or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. Section 1317, (f) defined as a “hazardous waste” pursuant to Section 1004 of the Solid Waste Disposal Act, 42 U.S.C. section 6901, et seq., 42 U.S.C. Section 6903; (g) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., 42 U.S.C. Section 9601, or (h) defined as a “pollutant” or “pollution” by the Florida Department of Environmental Protection under Chapter 376 or 403, Florida Statutes, or regulations thereunder in Title 62, F.A.C., as amended; (4) such other substances, materials, and wastes which are or become regulated or controlled under any federal, state or local environmental law or regulation.

36.1.4 **“Hazardous Material Release” or “Release of Hazardous Material”** means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or placing into the environment of a Hazardous Material in amounts that violate any Environmental Law.

36.2 *MUSEUM OBLIGATIONS.* Beginning on the date Museum takes possession of the subject real property, Museum or any other Museum sublessees, licensees, employees, agents, representatives, contractors, or subcontractors shall not thereafter cause, through action or inaction, and if they cause they shall be liable for, any Hazardous Material Release from, to, at, in, on, or under the Premises in violation

of any Environmental Law, and Museum or any other Museum sublessees, licensees, employees, agents, representatives, contractors, or subcontractors shall be liable for any and all Hazardous Materials not thereafter used, moved, or stored in conformity with all Environmental Laws, ordinances of the City, and the National Fire Protection Association (“NFPA”) Code, local fire codes and regulations as they may be amended from time to time. Upon learning of any Hazardous Material Release, Museum shall notify City of that Hazardous Material Release as soon as possible.

- 36.3 *INDEMNIFICATION BY MUSEUM.* Museum shall indemnify, pay on behalf of, defend, and hold harmless City for any alleged violation of paragraph 36 of this Lease in accordance with paragraph 69.4, with Indemnified Losses to include, without limitation, any and all costs incurred due to (i) any investigation of the site; (ii) any cleanup, removal, remediation, or restoration of the site mandated by a federal, state, or local agency or political subdivision; or (iii) any fine, penalty, or similar amount imposed on the City for any Hazardous Material Release.
- 36.4 *CITY OBLIGATIONS.* City shall be liable for Hazardous Materials Releases in violation of Environmental Laws from, to, at, in, on, or under the Premises or from use or operation of the Premises prior to the date Museum takes possession of the subject property, and City or any other City sublessees, licensees, employees, agents, representatives, contractors, or subcontractors shall not thereafter cause, through action or inaction, and if they cause they shall be liable for, any Hazardous Material Release from, to, at, in, on, or under the Premises or Center in violation of any Environmental Law, and City or any other City sublessees, licensees, employees, agents, representatives, contractors, or subcontractors shall be liable for any and all Hazardous Materials not thereafter used, moved, or stored in conformity with all Environmental Laws, ordinances of the City, and the National Fire Protection Association (“NFPA”) Code, local fire codes and regulations as they may be amended from time to time, and City shall indemnify, pay on behalf of, defend and hold harmless Museum from any and all claims, demands, actions, proceedings, damages, fines, judgments, penalties, costs (including attorneys’, consultants’, and experts’ fee), liabilities, losses and expenses arising from such Hazardous Materials or Hazardous Materials Release that resulted in any violation of Environmental Laws. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal, remediation or restoration mandated by a federal, state, or local agency or political subdivision.
- 36.5 *NOTIFICATION.* Each party shall promptly notify the other party of every demand, notice, summons, or other process received as to any claims or legal proceedings

that involved the Premises or the Center regarding violation of any Environmental Laws, and each party shall also promptly notify the other party of any violation of Environmental Laws.

- 36.6 *PROCEDURES.* If either party violates paragraph 36 of this Lease, it shall immediately, properly, and in compliance with applicable Environmental Laws notify the proper authorities as required by applicable Environmental Laws, and in compliance with applicable Environmental Laws, and/or judgments and/or orders, cleanup, remove, and dispose of the Hazardous Materials from the Premises and any other affected property and clean or replace any affected personal property (whether or not owned by that party, at its expense (without limiting the other party's other remedies therefore). Such cleanup and removal work shall be subject to the other party's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, preparation and implementation of any remedial action plan required by any court or governmental body having jurisdiction or required by that party. In the event the other party elects in its sole and absolute discretion to have any testing, investigation and/or cleanup (including but not limited to preparation and implementation of a remedial action plan) performed by its own contractor (or contractors), the violating party shall assist the contractor(s) with such testing, investigation and/or cleanup as directed by the contractor(s) and the other party.
- 36.7 *RESTRICTIONS, INSTITUTIONAL AND ENGINEERING CONTROLS.* In complying with their obligations under this Lease as set forth in this paragraph 36, each party has the right to utilize and rely upon local, state, and federal risk-based corrective action laws, regulations, and policies regarding the Premises, including but not limited to, Chapters 62-770 and 62-780, Florida Administrative Code.
- 36.8 *SURVIVABILITY.* The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.
- 37. RELATIONSHIP BETWEEN PARTIES.** The relationship between the Parties is that of Landlord and Tenant. Museum is not an agent or agency of the City or any other local, state, or federal government and shall not become one by entering into this Lease.
- 38. WAIVER.** The waiver by City or Museum of any breach or default of any term, covenant, or condition shall not be deemed to be a waiver of any subsequent breach or default of the same or any other term, covenant or condition, nor shall the acceptance of payment be deemed to be a waiver of any such breach or default. No term, covenant or condition of

this Lease shall be deemed to have been waived by City or Museum, unless such waiver is in writing.

- 39. PARAGRAPH NUMBERS AND CAPTIONS.** The paragraph numbers and captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.
- 40. ENTIRE AGREEMENT.** This Lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between City and Museum concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, change, or addition to this Lease shall be binding upon City or Museum until reduced to writing and signed by the Mayor or his Designee and Museum.
- 41. AMENDMENTS.** It is contemplated by the Parties that over the course of the Term of this Lease, amendments to the Lease (“**Amendments**”) will be desirable due to changing conditions. Therefore, Amendments to this Lease are permissible provided that each Amendment to this Lease must be approved and executed by the Museum and approved by the City Council and executed by the Mayor or his Designee. Notwithstanding the foregoing, all Amendments to this Lease shall comply with applicable City Charter provisions and each Applicable Referendum. Any such Amendment must be approved by a non-emergency ordinance of City Council receiving at least six affirmative votes.
- 42. SEVERABILITY.** If any term, covenant or condition of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- 43. APPLICABLE LAW, VENUE, AND JURISDICTION.** This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court but does not waive service of process by this consent.

- 44. RECORDING.** This Lease may be recorded in the public records at the expense of the Party desiring recordation.
- 45. SUCCESSORS.** The provisions of this Lease shall inure to the benefit of and be binding upon the respective successors of City and Museum.
- 46. TRANSITION OF GOVERNMENT.**
- 46.1 *CITY.* The term City, as used in this Lease, shall mean the legal landlord and owner of the Premises.
- 46.2 *MAYOR.* The term Mayor, as used in this Lease, shall mean any elected or appointed official duly authorized as the chief executive of the City.
- 46.3 *CITY COUNCIL.* The term City Council shall mean any elected or appointed body of people duly authorized as the governing body of the City.
- 47. FORCE MAJEURE.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strike, lockout, labor trouble, material shortage, power failure, epidemic, riot, insurrection, war, hostility, terrorism, act of God, hurricane, storm, flood, tornado, fire, explosion, natural disaster, insurance crisis, pandemic or other public health emergency, or other reason of like nature not the fault of the party delayed in performing work or doing acts (“**Permitted Delay**”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within thirty (30) days of the event causing the Permitted Delay (or within a reasonable time if the Permitted Delay makes it impractical to give notice within that time period).
- 48. BROKERAGE FEES.** Museum and City warrant to each other that there is no broker or other individual entitled to any commission by reason of this Lease. Museum shall defend, indemnify, pay on behalf of, and hold City harmless from any and all loss, damage, cost, and expense, including reasonable attorney’s fees, which City may sustain or incur by reason of any real estate commission or fee claimed to be due by, through, or under Museum. City, to the extent permitted by law, shall indemnify, pay on behalf of, and hold Museum harmless from any and all loss, damage, cost, and expense, including reasonable attorney’s fees, which Museum may sustain or incur by reason of any real estate commission or fee claimed to be due by, through, or under the City.

- 49. NO THIRD PARTY BENEFICIARIES.** The Theater Manager and Promoter are beneficiaries of this Lease only to the extent expressly provided by this Lease; otherwise, no third party is intended to be a beneficiary of this Lease.
- 50. CITY’S RIGHTS UNDER LEASE.** All rights reserved to City under this Lease shall be exercised in a reasonable manner and in a manner so as to minimize any adverse impact to Museum’s operations or Museum’s use or enjoyment of the Premises. City and Museum shall, in a spirit of cooperation, work together to effectuate this Lease.
- 51. TIME PERIODS.** Time is of the essence. Time periods herein of less than six (6) days shall, in the computation, exclude Saturdays, Sundays, and state and national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day.
- 52. CITY CONSENT AND ACTION.**
- 52.1 *CITY CONSENT.* For the purposes of this Lease, any required written consent, permission, approval, or agreement by the City means the approval of the Mayor or his designee unless otherwise set forth herein (“**Consent**”). Such Consent shall be made by the City in its capacity as lessor (rather than as a regulatory entity) and shall, therefore, be in addition to any and all permits and other licenses required by law.
- 52.2 *CITY ACTION.* For the purposes of this Lease any right of the City to take any action permitted, allowed or required by this Lease, may be exercised by the Mayor or the Mayor’s designee, unless otherwise set forth herein.
- 53. NON-APPROPRIATION.** The obligations of the City as to any funding required pursuant to this Lease, shall be limited to an obligation in any given year to budget, appropriate, and pay from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Lease.
- 54. NON-DISCRIMINATION.** The Parties shall not illegally discriminate against anyone in the use of the Premises.
- 55. CITY AS A MUNICIPAL CORPORATION.** Nothing contained in this Lease shall be interpreted to require the City to take any action or refrain from taking any action in its

capacity as a municipal corporation, including but not limited to the exercise of its police and taxing powers.

56. SIGNAGE.

56.1 THE CENTER.

56.1.1 *WITHIN THE CENTER.* Any signs and banners (“**Signage**”) desired by the Museum to be erected within the Center, but outside of the Premises, must be approved by the City, which consent shall be granted or denied in the sole discretion of the City. Said Signage shall comply with all applicable laws, ordinances, rules, regulations, codes, and other provisions of this Lease.

56.1.2 *OUTSIDE THE CENTER.* During the Term of the Lease, City, at City’s expense and with the approval of the Museum, shall provide for modifying the City’s existing Dalí Museum directional signs identifying the Premises.

56.2 *ON THE PREMISES.* Museum may at its sole option and expense, install and maintain Signage on the Premises. Said Signage shall comply with all applicable laws, ordinances, rules, regulations, and codes. City shall not place, nor allow any third party to place, any Signage on the Building Lot, the Setback Lot, or the Parking Lot without the written approval of the Museum. City may place temporary signs and banners on the Setback Lot and the Parking Lot during Closed Hours. However, City may use the Setback Lot and the Parking Lot for temporary signs and banners during the Grand Prix, City Use Days, and Temporary Interruptions. All other Signage in the Setback Lot and the Parking Lot shall require the Museum’s approval.

57. ADVERTISING. City shall continue to promote the Museum in a reasonable manner.

58. CITY ASSISTANCE WITH GRANTS AND OTHER FUNDS. The City shall cooperate and assist Museum in the application for local, state, federal and foundation grants or similar funds that would benefit Museum or related matters. In the event provisions of any restrictive covenants by and between the City and Museum for the benefit of any agency of the State of Florida (“**State**”) required by the State as a result of any grant received by the Museum are breached by Museum such that the City owes all or a portion of any grant amount to the State, Museum will reimburse the City for any and all amounts that are paid by the City to the State as a result of any such breach within ninety (90) days of demand by the City but this shall not if City becomes the owner of the improvements on the Premises without paying Museum the value thereof.

- 59. COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** With respect to the Premises, the Parties shall comply with all applicable federal, state, county, and local laws, regulations, ordinances, and health and safety rules and regulations (collectively “**Law**”) at all times. In the event of a conflict between this Lease and any Law, the Law shall prevail. No such conflict with any Law shall be deemed a Default of this Lease.
- 60. TERMINATION OF 1981 LEASE.** The Parties acknowledge that termination of the 1981 Lease was memorialized in a written document recorded on January 21, 2011, in Pinellas County official records book 17149 at page 209.
- 61. NO LANDLORD’S LIEN.** Museum has paid in advance all Rent due under this Lease for the entire Term so City waives any right it may have to a landlord’s lien for Rent upon Museum’s property on the Premises during the Term of the Lease.
- 62. RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 63. DUPLICATE ORIGINALS.** This Lease shall be signed in duplicate originals, each of which shall constitute one complete original of the Lease.
- 64. NO CONSTRUCTION AGAINST PREPARER OF LEASE.** This Lease has been prepared by City and reviewed by Museum and its professional advisors. City, Museum, and Museum’s professional advisors believe that this Lease expresses their agreement and that it should not be interpreted in favor of either City or Museum or against City or Museum merely because of their efforts in preparing it.
- 65. CURRENT OFFICERS.** Upon request by City, Museum shall provide City in writing, during the Term, with the name, title, address, and telephone number of all of the Museum’s officers.
- 66. NOTICES.** Any demand, notice, or request permitted or required under the provisions of this Lease shall be effective only when made in accordance with the following:
- 66.1 The effective date of any such notice will be determined on the basis of the method of delivery as follows: (i) when received, if given in person; (ii) on the date shown on the delivery receipt, if delivered by UPS, FedEx, courier, or other similar service; (iii) on the date of acknowledgement of receipt, if sent by electronic mail or

other wire transmission; or (iv) five days after being deposited in the U.S. mail, certified or registered mail, postage prepaid.

- 66.2 As of the effective date of this Agreement, notice must be given using the contact information set forth below. Subsequently, if either party provides the other party with explicit written notice of an update to this contact information, such updated contact information will control over what is set forth below.

If to City: For Courier Delivery:
CITY OF ST. PETERSBURG
Real Estate & Property Management
1- 4th Street North
St. Petersburg, Florida 33701

For USPS:
P.O. Box 2842
St. Petersburg, Florida 33731
Tel (727) 893.7500

Email: **TBD**

Copies to:

City of St. Petersburg
Downtown Enterprise Facilities
175 5th Avenue North
St. Petersburg, Florida 33701

City of St. Petersburg
Legal Department
1-4th Street North
St. Petersburg, Florida 33701

If to Museum: Salvador Dalí Museum Inc.
Museum Director
1000 3RD Street South
St. Petersburg, FL 33701
Tel (727) 823.3767
Email: **TBD**

Copies to:

James W. Martin, Esquire
City Center, Suite 203N
100 Second Avenue South
St. Petersburg, Florida 33701
Tel (727) 821.0904
Email: **TBD**

Joel B. Giles, Esquire
Carlton Fields, P.A.
4221 West Boy Scout, Boulevard, Suite 1000
Tampa, Florida 33607
Tel (813) 229.4390
Email: **TBD**

67. INDEMNITY.

67.1 *INDEMNITY, GENERALLY.* As more specifically provided in the remainder of this paragraph 67, with respect to any Claim brought by someone other than Museum against one or more Indemnified Parties, Museum shall defend at its expense, pay on behalf of, hold harmless, and indemnify the applicable Indemnified Party against all Indemnifiable Losses.

67.2 *INDEMNIFIED PARTIES.* “**Indemnified Party**” means any City Indemnified Party, any Theater Indemnified Party, and any Promoter Indemnified Party, which are respectively defined as follows:

67.2.1 “**City Indemnified Party**” means the City and any City official (elected or appointed), officer, employee, agent, or volunteer.

67.2.2 “**Theater Indemnified Party**” is defined as follows:

67.2.2.1 If the City is acting as the Theater Manager, Theater Indemnified Party has the same meaning as City Indemnified Party.

67.2.2.2 Otherwise, Theater Indemnified Party means the Theater Manager and any officer, manager, member, employee, agent, or volunteer of the Theater Manager.

67.2.3 “**Promoter Indemnified Party**” means the Promoter and any officer, manager, member, employee, agent, or volunteer of the Promoter.

67.3 *MATERIALITY.*

67.3.1 “**Material Adverse Impact on Theater Facility**” means a non-trivial, adverse impact to Theater Facility operations, including any of the following, alone or in combination: (i) obstruction of patrons travelling to or from the Theater Facility (on foot or in a vehicle); (ii) damage to Theater Facility equipment (including a vehicle); (iii) cancellation or delay of a performance at the Theater Facility; (iv) cancellation or delay of a performance in the Plaza for which the Theater Manager is responsible; or (v) harm to the operations, assets, liabilities, or financial condition of the Theater Promoter that requires an increase in the City’s subsidy for Theater Operations.

67.3.2 “**Material Adverse Impact on Race Operations**” means a non-trivial, adverse impact to any of the following, alone or in combination: (i) the scheduling, performance, or cost of Promoter’s set-up or take-down activities during the Set-Up Period or the Dismantling Period; (ii) the scheduling, performance, or cost of Promoter’s Race Event Operations during the Race Operations Period; (iii) the ability of City or Promoter to perform their respective obligations under the Grand Prix Race Agreement (including termination of the Grand Prix Race Agreement due to the City’s inability to perform).

67.4 *CLAIMS.* “**Claim**” means any judicial, administrative, or arbitration action, suit, claim, demand, investigation, or proceeding (whether or not a lawsuit is filed and including any appeal) that is alleged or claimed to arise out of or be connected to any of the following, including but not limited to those involving damage to property or bodily or personal injury, including death at any time resulting therefrom, sustained by any person or entity:

67.4.1 With respect to any City Indemnified Party:

67.4.1.1 any violation of paragraph 36;

- 67.4.1.2 any occupancy or use of the Premises by Museum or by any Patron;
 - 67.4.1.3 any performance of the obligations of this Lease by Museum, including but not limited to Museum's duties to maintain and to warn;
 - 67.4.1.4 any failure by Museum or by any Patron to follow applicable Law; or
 - 67.4.1.5 any act or omission of Museum or of any Patron that is alleged to be negligent, reckless, or intentionally wrongful, regardless of whether the act or omission is claimed to be solely that of Museum or of any Patron or to be in conjunction with an act or omission of others, including that of any of the Indemnified Parties.
- 67.4.2 With respect to any City Indemnified Party or Theater Indemnified Party:
- 67.4.2.1 any Material Adverse Impact on Theater Facility caused by Phase 2 Construction.
- 67.4.3 With respect to City Indemnified Party or Promoter Indemnified Party:
- 67.4.3.1 any Material Adverse Impact on Race Operations caused by Phase 2 Construction; or
 - 67.4.3.2 any action taken pursuant to subparagraph 32.11, including any storage or disposal of property or materials.

67.5 *INDEMNIFIABLE LOSSES.*

- 67.5.1 **"Indemnifiable Loss"** means, subject to any limitation in subparagraph 67.5.2: (i) any lien, liability, penalty, fine, fee, judgment, loss, damage, or other amount awarded in, or paid in settlement of, any Claim, including any interest, together with (ii) any expense incurred in defending, responding to, or otherwise participating in a Claim or in any related investigation or negotiation, including any court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

67.5.2 Indemnifiable Losses are limited in accordance with the following:

67.5.2.1 Indemnifiable Losses do not include any damages that are remote or speculative (i.e., consequential / special damages) or any punitive damages. The nature of those damages must be determined by either a court of competent jurisdiction or an independent third party mutually agreed upon by the Parties.

67.5.2.2 The amount of Indemnifiable Losses for a Claim is limited to the amount of the applicable insurance coverage that is required to be carried by Museum or a Phase 2 Contractor pursuant to this Lease (including paragraphs 27 and 71 and Exhibit "I"), regardless of the amount of insurance proceeds under that insurance coverage. If multiple types of insurance coverage apply to a particular Claim, the highest coverage limit applies for purpose of this provision. Conversely, if the applicability of insurance coverage is uncertain or non-existent, the limit for this provision is deemed to be the limit of the Museum's Commercial General Liability coverage.

67.6 *DEFENSE OF CLAIMS.* Notice and control of any defense required under this paragraph 67 must occur in accordance with the following:

67.6.1 If City receives notice of a Claim, City shall provide Museum with timely notice of that Claim, which in no event shall be later than 30 days from when City received notice. If City fails to provide Museum with notice of that Claim in that 30-day period and Museum provides City with satisfactory documentation that the defense of such Claim will be materially prejudiced by that failure, Museum will be relieved from its defense obligations under this paragraph only to the extent caused by the delay beyond that 30-day period.

67.6.2 Museum may exercise sole control of the defense of any Claim and all negotiations for its settlement or compromise only if the following conditions are satisfied: (i) Museum will pay the entire amount of that settlement or compromise (without regard to any limit imposed by subparagraph 67.5.2) and (ii) Museum will not, without the prior written consent of City, enter into any settlement that imposes any obligation, restriction, or finding of fault on City.

67.6.3 Otherwise, City will cooperate with Museum in the defense, settlement, or compromise of any such action. Additionally, City may retain its own counsel at its own expense, subject to Museum's rights in this subparagraph 67.6.

67.6.4 If, after notice of a Claim is provided by the City in accordance with this subparagraph 67.6, Museum fails or refuses to defend the applicable Indemnified Party: (i) that Indemnified Party may, in its sole discretion, compromise, settle, or defend that Claim and (ii) Museum shall reimburse that Indemnified Party for any Indemnifiable Loss incurred by that Indemnified Party with respect to that Claim.

67.7 *INSURANCE; SURVIVABILITY.* Except as expressly provided by subparagraph 67.5.2.2, the provisions of this paragraph 67 are independent of, and will not be limited by, any insurance required to be obtained by Museum pursuant to this Lease or otherwise obtained by Museum or by a Phase 2 Contractor and will survive the expiration or earlier termination of this Lease with respect to any Claim arising out of or in connection with any event occurring prior to such expiration or termination.

67.8 *DEFINED TERMS.* Any term defined in this paragraph 67 applies for purposes of the entire Lease.

68. PHASE 2—GENERALLY.

68.1 *AUTHORITY.* The Parties acknowledge that the authority for the Museum to undertake Phase 2 Construction is established by and subject to conditions established by the 2022 Referendum.

68.2 *RESPONSIBILITY, GENERALLY.* Except as otherwise expressly provided by this Lease, Museum is responsible for all aspects of Phase 2 Construction (including replatting, reconfiguration of the Premises, relocation of utilities, construction of the Phase 2 Building, and overall site restoration), whether performed directly or through a contractor hired for that purpose (each a "**Phase 2 Contractor**"). Additionally, no provision of this Lease obligates the City to provide any funding for the Phase 2 Construction.

68.3 *RECONFIGURATION OF PREMISES, GENERALLY.* During Phase 2, the Premises will be reconfigured as generally described below and as more particularly described in other portions of this Lease, particularly paragraph 69:

68.3.1 Except as otherwise authorized by the City, the Premises will be reconfigured to relocate the Garage Access Route from its original location (Phase 1 Plat, Lot 6) to a new location (Lease Diagram, Lot 5B) in order to facilitate relocation of utilities and construction of the Phase 2 Building in the original location of the Garage Access Route.

68.3.2 Except as otherwise authorized by the City, Phase 2 Construction must be confined to the portion of the Premises east of the relocated Garage Access Route, generally consisting of Lots 3A, 3B, and 3C on the Lot Diagram (collectively, the “**Phase 2 Construction Site**”). Additionally, the scope of the Phase 2 Construction Site must be occasionally reduced in scope as needed to accommodate Race Operations in accordance with subparagraph 32.11.

68.3.3 Prior to construction of the Phase 2 Building, the Premises will be expanded to include a portion of the original Garage Access Route. Then, following completion of the Phase 2 Construction, the Premises may be reduced to exclude any portion of the Garage Access Route that is located within the Parking Lot as defined on the Amendment Date.

68.4 *SCHEDULE; DURATION.*

68.4.1 Deadlines, milestones, and other scheduling parameters for Phase 2 Construction are described in the document attached to this Lease as Exhibit “H” (the “**Phase 2 Milestones**”). Generally speaking, each Phase 2 Milestone is broken down into five major tasks (each a “**Task**”), which can be generally described as follows:

68.4.1.1 Task 1—Complete Concept Plan: Museum develops a conceptual design and develops schedule for remainder of design work and permitting. City reviews all deliverables as lessor.

68.4.1.2 Task 2—Complete Preliminary Design: Museum completes 60% of design work and continues development of schedule for design work and permitting. Premises is expanded at completion of this Task. City reviews all deliverables as lessor.

- 68.4.1.3 Task 3—Complete Detailed Design: Museum completes development of detailed design and begins submission of permits. City evaluates applicable permit submissions in its capacity as regulator; otherwise, City reviews all deliverables as lessor.
- 68.4.1.4 Task 4—Complete Construction Documents: Museum completes development of construction documents, permit submissions, construction scheduling, execution of a construction agreement, confirmation of funding, and securing a performance and payment bond. City evaluates applicable permit submissions in its capacity as regulator; otherwise, City reviews all deliverables as lessor.
- 68.4.1.5 Task 5—Complete Construction: Museum initiates and completes Phase 2 Construction. City administers applicable permits in its capacity as regulator; otherwise, City acting as lessor.
- 68.4.2 Phase 2 begins on the Amendment Date and ends on the date on which the last Task is complete.
- 68.4.3 A Task is considered complete when all sub-Tasks within that Task are complete, with completion of a sub-Task determined as follows:
 - 68.4.3.1 A sub-Task subject to review and approval by the City in accordance with subparagraph 68.7 is considered complete when Museum has submitted all applicable deliverables to the City and the City has provided responsive comments or acceptance in accordance with that subparagraph.
 - 68.4.3.2 A sub-Task subject to regulatory approval is considered complete when the City or other applicable regulatory entity has provided final (rather than preliminary or conditional) regulatory approval.
- 68.4.4 Time is of the essence for Phase 2 Construction, and Museum shall treat any deadline or other date included or described in the Phase 2 Milestones, the then-applicable Design and Permitting Schedule, and the then-applicable Construction Schedule as a firm deadline.

68.5 *COMMENCEMENT OF CONSTRUCTION.* Commencement of various aspects of Phase 2 Construction will be determined by the City in accordance with the following:

68.5.1 Commencement of construction for the relocated Garage Access Route will occur only when the new driveway and alignment of the new Garage Access Route is staked out, cleared, and graded.

68.5.2 Commencement of reconfiguration of parking west of the relocated Garage Access Route will occur only when new parking lot configuration is staked out, cleared, graded, and when any conflicting surface features or striping are removed.

68.5.3 Commencement of relocation of utilities will occur only when new alignment of utilities are staked, excavation, bypass pumping installed on existing system and installation new stormwater structure into existing system and first segment of pipe within new alignment is installed.

68.5.4 Commencement of construction for the Phase 2 Building will occur only when the Premises is ready for immediate pouring of foundation footers for the Phase 2 Building, including but not limited to complete excavation of the ground to accommodate all foundation and footer pours, and the physical pouring of concrete for foundation and footers for the Phase 2 Building.

68.6 *COMPLETION OF CONSTRUCTION.* Generally, “substantial completion” occurs for an aspect of Phase 2 Construction when the applicable work or designated portion can be utilized for its intended purpose. Additionally, the City will apply following specific conditions when determining completion for certain aspects of the Phase 2 Construction:

68.6.1 The Garage Access Route will be considered substantially complete following completion of a punchlist developed by the City, resolution of all items consistent with regulatory permitting, and closure of all related permits.

68.6.2 Utility relocation will be considered substantially complete following completion of a punchlist developed by the City and all items resolved consistent with regulatory permitting and closure of all related permits.

- 68.6.3 The Phase 2 Building will be considered substantially complete following issuance of a Certificate of Occupancy for the Phase 2 Building and closure of all related permits.
 - 68.6.4 Overall site restoration will be considered complete following completion of a punchlist developed by the City and all items resolved consistent with regulatory permitting and all permits are closed.
 - 68.6.5 Final completion of Phase 2 Construction will occur when all punchlist items related to Phase 2 Construction are resolved, all permits related to Phase 2 Construction are closed, as-built drawings for all Phase 2 Construction are provided to the City, a final Phase 2 Plat is recorded, and overall site restoration has been fully completed in accordance with subparagraph 68.10.
- 68.7 *PRELIMINARY CITY REVIEW AND APPROVAL.* Prior to seeking regulatory approval of any deliverable identified on the Phase 2 Milestones or, if regulatory approval is not required, prior to finalizing that deliverable, Museum shall, in its capacity as lessee, submit that deliverable to the City, in its capacity as lessor, for review, comment, and approval in accordance with the following:
- 68.7.1 Museum shall provide each deliverable in the format specified by the Lease, or in the absence of such a specification, in any format reasonably requested by the City.
 - 68.7.2 City shall provide responsive comments or approval no more than 30 days after receipt of a deliverable unless a longer time period is agreed to by the Parties. Museum acknowledges that deadlines imposed by applicable law for regulatory approval do not apply to the pre-regulatory approval required by this subparagraph.
 - 68.7.3 If Museum receives any responsive comment from the City on a deliverable, Museum shall address that comment in the next version of the deliverable submitted to the City.
 - 68.7.4 City may consider any applicable factor in deciding whether to approve a deliverable but shall not withhold approval in a manner that is arbitrary or capricious.
 - 68.7.5 Museum shall not submit any deliverable for regulatory approval until approved by the City in accordance with this subparagraph.

- 68.8 *COORDINATION OF CONSTRUCTION.* Museum shall coordinate Phase 2 Construction with the City in accordance with the following:
- 68.8.1 The City and Museum shall each designate a project manager to coordinate communication regarding Phase 2 Construction.
 - 68.8.2 As more particularly described in other portions of the Phase 2 Provisions, scheduling for Phase 2 is generally governed by the Phase 2 Milestones and specifically governed by a Design and Permitting Schedule (during Tasks 1–4) and by a Construction Schedule (during Task 5).
 - 68.8.3 During Phase 2, the City and Museum shall meet at least every 30 days to evaluate Museum’s compliance with the Phase 2 Milestones and the Design and Permitting Schedule or Construction Schedule, as applicable (each a “**Phase 2 Coordination Meeting**”). Prior to each Phase 2 Coordination Meeting, Museum shall propose revisions to the then-applicable schedule to reflect actual conditions. Then, after each Phase 2 Coordination Meeting, Museum shall propose additional revisions to the then-applicable schedule to address any City feedback during or as a follow-up to the Phase 2 Coordination Meeting. Museum acknowledges (i) that changes to a schedule are not effective until approved by the City and (ii) that the City may require scheduling adjustments as part of the overall project implementation or as needed to support the Grand Prix or other City events.
- 68.9 *COORDINATION OF STORAGE.* Except as otherwise authorized by the City in writing, Museum shall store construction materials and equipment related to the Phase 2 Building only in accordance with the construction staging and site utilization plan described in subparagraph 70.7.
- 68.10 *SITE RESTORATION.* Following construction of the Phase 2 Building, Museum shall complete site restoration in accordance with the following:
- 68.10.1 Restoration must be sequenced to minimize impacts to the Garage Access Route and to use of the Parking Garage and other parking within the Center.
 - 68.10.2 Restoration must include cleanup and any other actions necessary to restore the site to like-new condition.

68.10.3 This restoration obligation applies to all areas of the Phase 2 Construction Site and to any other area affected by Phase 2 Construction, including any affected portion of the Center outside the Premises and any City right-of-way adjacent to the Premises.

68.11 *CONTRACTUAL NATURE OF LEASE REQUIREMENTS.* Museum acknowledges (i) that the obligations imposed by this Lease during Phase 2 for preliminary review and approval and for coordination during construction are a matter of contract between the City and Museum, as lessor and lessee, and (ii) that those contractual obligations do not relieve Museum of any obligation under applicable law to coordinate with and obtain any permit or other form of approval from any federal, state, county, municipal, or other regulatory entity, including any City building permit, landscaping/tree permit, right-of-way-permit, or temporary traffic control permit.

69. PHASE 2—RECONFIGURATION. During Phase 2, the Premises will be reconfigured in accordance with the following:

69.1 *CHANGES TO PLAT, LEASE DIAGRAM, AND PREMISES.* Because this Lease is being amended to provide for Phase 2 Construction based on the Museum’s preliminary conceptual design and before the applicable design work has been completed, the specifics of any reconfiguration of the Premises are not yet certain and will be developed in an iterative manner in accordance with the following:

69.1.1 City acknowledges that the design of the Phase 2 Building may evolve to use an elevated configuration that allows the Garage Access Route to be located underneath the Phase 2 Building and remain in the same or a similar location as the one that exists on the Amendment Date (generally, the “**Elevated Concept**”). City acknowledges that using the Elevated Concept would eliminate or reduce the need to substantially reconfigure the Premises, and Museum acknowledges that using the Elevated Concept would require the Lease to provide for new rights of ingress and egress that are functionally equivalent to those that would exist if the Garage Access Route remained City-owned property outside the Premises.

69.1.2 During the concept planning and design development stages of Phase 2, Museum shall develop a preliminary Phase 2 Plat that is consistent with the Phase 2 Conceptual Plat attached this Lease as Exhibit “F” and the Lease Diagram except to the extent authorized in writing by the City (e.g., to better reflect the Elevated Concept).

- 69.1.3 At the time designated under the Phase 2 Milestones, the City will notify Museum in writing that the Premises has been enlarged to include the portion of Lot 6 on the Phase 1 Plat that will be used for Phase 2 Construction.
- 69.1.4 In conjunction with recording of the Phase 2 Plat, the Parties shall execute an amendment to this Lease (i) to replace the Phase 2 Conceptual Plat with the recorded Phase 2 Plat; (ii) to replace the original Lease Diagram with one that conforms to the Phase 2 Plat; (iii) to amend the Lot definitions in subparagraph 3.1 to conform to the configuration of the site reflected in that Phase 2 Plat and the Lease Diagram; and (iv) to make any other changes that are necessary and appropriate for consistency with the design documents as of that date.
- 69.1.5 At the conclusion of Phase 2 Construction, if actual improvements constructed during Phase 2 differ from the then-current Lease Diagram, the Parties shall execute an amendment to this Lease to replace the then-current Lease Diagram with one that conforms to the as-built improvements and to make any other changes that are necessary or appropriate to reflect those differences, including amendments to the Lot definitions in subparagraph 3.1.
- 69.1.6 At the conclusion of the Phase 2 Construction, if the Garage Access Route has been relocated so that it occupies any portion of the Parking Lot as defined on the Amendment Date (the “**Removed Portion**”), the City will provide Museum with written notification that the Premises has been reduced to exclude the Removed Portion, and Museum shall, upon request of the City, record documentation of the post-Phase 2 Premises in a format approved by the City. The City acknowledges that use of the Elevated Concept may eliminate the need for such reduction of the Premises to occur.
- 69.1.7 The Museum acknowledges (i) that, as of the Amendment Date, the Museum has provided the City with only a conceptual description of the Elevated Concept that is not supported by any rendering, schematic, site plan, or other design document and (ii) that the City’s acknowledgment of a possible Elevated Concept (regardless of where it occurs in this Lease) does not constitute any agreement to or acceptance of the Elevated Concept by the City.

69.2 *GARAGE ACCESS ROUTE.* During Phase 2 Construction, any relocation of the Garage Access Route and the continued provision of certain surface parking within the Parking Lot must be consistent with the following:

- 69.2.1 At the outset of Phase 2 Construction, the Garage Access Route must be relocated to the area shown on the Lease Diagram unless the City identifies an alternate location based on the Traffic Circulation Plan (as defined in subparagraph 70.1).
- 69.2.2 Prior to the relocation of utilities or the commencement of any improvement to the Building, Museum shall (i) construct a temporary Garage Access Route in the location to be used during Phase 2 Construction and (ii) reconfigure the portion of the Parking Lot west of the relocated Garage Access Route (i.e., Lot 4 on the Lease Diagram) in accordance with the Traffic Circulation Plan.
- 69.2.3 The eastern boundary of the relocated Garage Access Route will serve as the limits of the Phase 2 Construction Site (except for any period during which it is reduced in scope as needed to accommodate Race Operations in accordance with subparagraph 32.11), and Museum shall install a safety barrier with 18 inches minimum offset from the eastern edge of the limits of the relocated Garage Access Route.
- 69.2.4 Regardless of its location, the Garage Access Route must remain open and publicly accessible at all times, except as necessary for final paving and other site restoration activities at the conclusion of Phase 2.
- 69.2.5 Throughout Phase 2 Construction, the portion of portion of the Parking Lot west of the Garage Access Route (i.e., Lot 4 on the Lease Diagram) must remain available for surface parking in accordance with subparagraph 3.6, except as necessary for final paving and other site restoration activities at the conclusion of Phase 2 Construction.
- 69.2.6 If the City agrees to the Elevated Concept, at the conclusion of Phase 2 Construction, the Garage Access Route must be relocated for a second time, to be located under the Phase 2 Building. Following that second relocation, the Museum shall reconfigure the entire Parking Lot in accordance with the Traffic Circulation Plan.

69.3 *PARKING GARAGE.* If reconfiguration of the Premises or any other aspect of Phase 2 Construction requires any construction, reconstruction, or improvement to

the Parking Garage by the City, Museum shall reimburse the City for the cost of that construction, reconstruction, or improvement.

69.4 *CONDITION OF ADDITIONAL PROPERTY.* By accepting the addition of any property to Premises as described in this paragraph, Museum will be deemed to have inspected that property and to be accepting that property in an “as is” condition. The City makes no representation, statement, or warranty, either expressed or implied, as to the condition of that property at the time of transfer, or as to its fitness for a particular use.

69.5 *CONTINUED ACCESS.* Following reconfiguration of the Premises pursuant to this subparagraph 69, Museum shall allow direct pedestrian, vehicle, and emergency access between the Setback Lot and the Parking Lot to the extent required by the 2022 Referendum.

70. PHASE 2—SPECIFIC DELIVERABLE REQUIREMENTS. Certain deliverables required as part of Phase 2 Construction must be prepared and submitted in accordance with the following (in addition to any other conditions imposed by other provisions of this Lease):

70.1 *TRAFFIC CIRCULATION PLAN.* The traffic circulation plan required by the Phase 2 Milestones (the “**Traffic Circulation Plan**”) must satisfy the following conditions:

70.1.1 Except for deviations approved by the City, the plan must be consistent with the Lot Diagram, particularly with respect to alignment of the relocated Garage Access Route with the adjacent entrance to the Parking Garage.

70.1.2 The plan must provide a parking layout for all surface parking within the reconfigured Premises (including both portions of the Parking Lot and the Setback Lot) that complies with applicable Laws and that meets or exceeds applicable federal, state, and local design criteria.

70.1.3 The plan must identify relocation of any easement and utility that would be required for the new layout.

70.1.4 The plan must be based on a traffic circulation analysis conducted by a qualified traffic engineer to include peak operational flows during events and account for the operational use of all surface parking within the Premises and the Parking Garage.

- 70.1.5 Each version of the plan must be provided to the City in PDF and in Civil 3D geospatially correct.
 - 70.1.6 Museum acknowledges that the City’s review and approval of the plan will consider all applicable design criteria (including ADA accessible spaces, compact and regular spaces, drive aisles, landscaping, and pedestrian paths) and whether the proposed plan meets the functional needs for the Grand Prix and for other City events.
 - 70.1.7 If the City agrees to the Elevated Concept, the plan must provide a configuration to be used during Phase 2 Construction (i.e., with a relocated Garage Access Route) and a configuration to be used upon completion of Phase 2 Construction (i.e., with the Garage Access Route located under the Phase 2 Building), which may be the same as or differ from the one in use as of the Amendment Date.
- 70.2 *CONCEPT FOR PHASE 2 BUILDING.* The concept for Phase 2 Building required by the Phase 2 Milestones (the “**Phase 2 Concept**”) must satisfy the following conditions:
- 70.2.1 The concept must provide that any above-ground feature of the Phase 2 Building extending into the Parking Lot or the Setback Lot is sufficiently elevated as to allow for all intended uses of the Parking Lot or the Setback Lot, including the Grand Prix. Otherwise, the concept must provide that the Phase 2 Building will be fully contained within the Building Lot, including any below-grade foundation and any above-grade feature (e.g., the curb adjacent to the entrance to the Phase 2 Building must be within the Building Lot).
 - 70.2.2 The concept must provide planned alignment of new Garage Access Route during and following Phase 2 Construction.
 - 70.2.3 The concept must provide preliminary reconfiguration for parking within the Parking Lot during and following Phase 2 Construction.
 - 70.2.4 The concept must provide for relocation of utilities and any applicable private utility easement.

- 70.3 *PHASE 2 PLAT.* The Phase 2 Plat must satisfy the following conditions:
- 70.3.1 The Phase 2 Plat must be developed in accordance with the process set forth in Lease subparagraph 69.1.
 - 70.3.2 Except as approved by the City, the Phase 2 Plat must maintain blocks 2–4 of the Phase 1 Plat without alteration.
 - 70.3.3 The Museum shall ensure that the Phase 2 Plat is developed and recorded at no cost to the City.
- 70.4 *PROJECT DESIGN AND PERMITTING SCHEDULE.* The project design and permitting schedule required by the Phase 2 Milestones (the “**Design and Permitting Schedule**”) must satisfy the following conditions:
- 70.4.1 At a minimum, this schedule must provide a start date, duration, and expected completion date for each deliverable required under Tasks 1–4 on the Phase 2 Milestones. If there are multiple deliverables within a particular sub-Task (e.g., “permits”), each applicable deliverable must be addressed specifically.
 - 70.4.2 This schedule must be consistent with Phase 2 Milestones. For example, if Task 2 requires all deliverables to be completed within 120 days of Museum’s receipt of City comments on the Task 1 deliverables, applicable deadlines within the Phase 2 Design and Permitting Schedule should fall within that 120-day window.
- 70.5 *SITE CIVIL PLANS.* The site civil plans required by the Phase 2 Milestones must satisfy the following conditions:
- 70.5.1 The site civil plans must address all affected lots on the Current Plat, to show proposed relocation of utilities (and any associated private utility easement), and proposed paving and grading.
 - 70.5.2 The site civil plans must address stormwater pollution prevention to meet or exceed all applicable Laws and industry best practices.
- 70.6 *AIRPORT REGULATION ANALYSIS.* The airport regulation analysis required by the Phase 2 Milestones must satisfy the following conditions:
- 70.6.1 The report must address compliance of the proposed Phase 2 Building with all applicable FAA regulations.

70.6.2 The report address compliance of Phase 2 Construction with regulation of Albert Whitted Airport pursuant to City Code section 16.30.010.

70.7 *CONSTRUCTION STAGING AND SITE UTILIZATION PLAN.* The construction staging and site utilization plan required by the Phase 2 Milestones must satisfy the following conditions:

70.7.1 The plan must address staging and utilization for all construction-related personnel, vehicles, equipment, materials, and other tangible objects, regardless of employment or ownership (e.g., it must include third-party supplier delivery personnel and vehicles—not just those of the Phase 2 Contractor) and regardless of duration (e.g., it must address short-term queuing of vehicles—not just routine parking).

70.7.2 The plan must prohibit staging or utilization of any portion of the Center or Premises other than the Phase 2 Construction Site.

70.7.3 The plan must prohibit staging or utilization of any City right-of-way, except as expressly authorized by a permit or other regulatory approval (e.g., temporary closure pursuant to a City right-of-way permit).

70.7.4 The plan must provide for and require proper signage, access routes, and detours to ensure safe access in and around the Phase 2 Construction Site for people (including Patrons, other users of the Center, pedestrians, and construction personnel) and vehicles (including those driving within the Premises, within other portions of the Center, and on adjacent rights-of-way).

70.7.5 The plan must provide for and require a safe construction site and be consistent with the site civil plan, including the stormwater prevention aspects of the site civil plan.

70.7.6 The plan must identify a trucking route for deliveries to and from the Phase 2 Construction Site.

70.7.7 The plan must prohibit staging of construction vehicles or equipment along (i) Dali Boulevard, west of the proposed new Garage Access Route; (ii) Bayshore Boulevard from Albert Whitted Park northwards; (iii) Albert Whitted Park and 1st Street, north of 5th Avenue South; and (iv) within any designated vehicular travel or turn lanes anywhere.

- 70.7.8 The plan may allow for staging within Albert Whitted Airport property only to the limited extent authorized by applicable law, grant agreements, and airport rules, including the Primary Management and Compliance Documents.
- 70.7.9 The plan must require fuel tanks or other sources of hazardous materials to be maintained consistent with the applicable OSHA guidelines based on the tank capacity.
- 70.8 *UTILITY RELOCATION PLAN.* The utility relocation plan required by the Phase 2 Milestones must satisfy the following conditions:
 - 70.8.1 The plan must sequence construction to allow continued operation of the existing system or provide equal bypass pumping and back up during construction of the realigned stormwater system.
 - 70.8.2 The plan must address design and realignment of the stormwater system, and the new system must be constructed and placed into operation prior to removal of the existing system.
 - 70.8.3 The Museum acknowledges that utilities will need to be relocated from Phase 1 Lot 6 even if the Elevated Concept is used.
- 70.9 *BUILDING PLAN AND ELEVATIONS.* The building plan and elevations required by the Phase 2 Milestones must satisfy the following conditions:
 - 70.9.1 The plan and elevations must demonstrate that the Phase 2 Building will be contained within the Building Lot in accordance with subparagraph 70.2.1 (which provides limited authorization for encroachment into the Parking Lot and Setback Lot).
- 70.10 *PERMITS.* The permits (including applications and pre-application notes) required by the Phase 2 Milestones must satisfy the following conditions:
 - 70.10.1 Museum may be granted conditional approval to construct the Phase 2 Building contingent on substantial completion of utility relocation.
- 70.11 *CONSTRUCTION ACTION PLAN:* The construction action plan required by City Code (currently section 16.20.120.10) and as a deliverable under the Phase 2 Milestones must comply with any requirement imposed by City Code.

70.12 *CONSTRUCTION SCHEDULE.* The construction schedule deliverable required under the Phase 2 Milestones (the “**Construction Schedule**”) must satisfy the following conditions:

70.12.1 Prior to commencement of Phase 2 Construction, Museum shall provide the City with initial versions of the schedule for review and concurrence as shown in the Phase 2 Schedule.

70.12.2 At a minimum, this schedule must provide a start date, duration, and expected completion date for each deliverable required under Task 5 in the Phase 2 Milestones.

70.12.3 This plan must show sequencing of Phase 2 Construction with the Grand Prix and all other City events that may be impacted by Phase 2 Construction.

70.12.4 The plan must sequence construction to allow for Phase 2 Contractor to demobilize, clean, and restore and clean the Phase 2 Construction Site and any associated staging areas as needed for use by the City for defined City Events such as the Grand Prix.

70.13 *CONSTRUCTION AGREEMENT.* The construction agreement deliverable required under the Phase 2 Milestones must (i) cover the full scope and amount of Phase 2 Construction and (ii) be fully executed by Museum and the Phase 2 Contractor.

70.14 *PROOF OF FUNDING.* The proof of funding deliverable required under the Phase 2 Milestones must demonstrate that Museum has available funding sufficient to cover the full amount of Phase 2 Construction.

70.15 *PERFORMANCE AND PAYMENT BOND.* The performance and payment bond required under the Phase 2 Milestones must be satisfy the requirements of applicable law and Lease paragraph 26.

71. PHASE 2—INSURANCE. In addition to the generally applicable insurance requirements in paragraph 27 of this Lease, Museum shall maintain insurance during Phase 2 in accordance with the following:

71.1 Museum shall maintain Commercial General Liability insurance in the amount of at least \$10,000,000 per occurrence, \$10,000,000 aggregate in occurrence form.

Such coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, personal injury, personal and advertising injury, contractual liability under this Lease, broad form property damage resulting from explosion, collapse or underground exposures, and damages to the Premises.

71.2 Museum shall ensure that any Phase 2 Contractor complies in full and at all times with the obligations, prohibitions, conditions, and other provisions of Exhibit “I”.

72. PHASE 2—THEATER MANAGER COORDINATION. Museum shall coordinate Phase 2 Construction with the Theater Manager to minimize disruption of Theater Facility in accordance with the following:

72.1 Museum shall conduct an initial meeting with the Theater Manager within 60 days of the Amendment Date to brief the Theater Manager on the status of the Phase 2 concept and to solicit the Theater Manager’s input on that concept.

72.2 Following that initial meeting, Museum shall provide the Theater Manager with monthly updates on Phase 2.

72.3 Museum shall notify Theater Manager of commencement and completion of each Task on the Phase 2 Milestones (but is not required to provide notification as to any sub-Task).

72.4 Museum shall invite Theater Manager to attend each Phase 2 Coordination Meeting.

72.5 With respect to each deliverable identified in paragraph 70 that is not excluded below, Museum shall provide a copy to the Theater Manager for review and comment at the same time it provides a copy to City for approval pursuant to subparagraph 68.7. The excluded deliverables are as follows:

72.5.1 The airport regulation analysis described in subparagraph 70.6.

72.5.2 The construction agreement described in subparagraph 70.13.

72.5.3 The proof of funding described in subparagraph 70.14.

72.5.4 The performance and payment bond described in subparagraph 70.15.

72.6 Museum shall invite the Theater Manager to provide and regularly update its program schedule, including dates, times, and notations as to daytime programs and

programs expected to draw larger than normal numbers of patrons. Based on that information, Museum shall require the Phase 2 Contractor to make reasonable efforts to schedule construction activity so as to minimize (i) noise and vibrations during scheduled programs and (ii) the risk of utility interruptions during scheduled programs.

72.7 Museum shall provide the Theater Manager with a dedicated liaison for Phase 2 (the “**Theater Manager Liaison**”) and ensure that the Theater Manager has up-to-date contract information for the Theater Manager Liaison (including email and cell) throughout Phase 2.

72.8 Museum, through the Theater Manager Liaison, shall (i) promptly respond to Theater Manager’s concerns and inquiries regarding aspects of the Phase 2 Construction that may affect Theater Facility operations; (ii) act promptly and in good faith to address and resolve such concerns; (iii) promptly advise Theater Manager if there is any change to the construction schedule, storage, staging, or any other aspect of Phase 2 Construction that Museum knows or should know might cause a Material Adverse Impact on Theater Facility.

72.9 Museum shall use reasonable efforts to prevent the Phase 2 Construction from causing any Material Adverse Impact on Theater Facility. But if a Material Adverse Impact on Theater Facility still occurs despite those efforts, Museum shall act promptly and in good faith to minimize the damage caused by that impact.

73. PHASE 2—PROMOTER COORDINATION. Museum shall coordinate Phase 2 Construction with the Promoter to minimize disruption of Race Operations in accordance with the following:

73.1 Museum shall conduct an initial meeting with the Promoter within 60 days of the Amendment Date to brief the Promoter on the status of the Phase 2 concept and to solicit the Promoter’s input on that concept.

73.2 Following that initial meeting, Museum shall provide the Promoter with monthly updates on Phase 2.

73.3 Museum shall notify the Promoter of commencement and completion of each Task on the Phase 2 Milestones (but is not required to provide notification as to any sub-Task).

73.4 Museum shall invite the Promoter to attend each Phase 2 Coordination Meeting.

- 73.5 With respect to each deliverable identified in paragraph 70 that is not excluded below, Museum shall provide a copy to the Promoter for review and comment at the same time it provides a copy to City for approval pursuant to subparagraph 68.7. The excluded deliverables are as follows:
- 73.5.1 The airport regulation analysis described in subparagraph 70.6.
 - 73.5.2 The construction agreement described in subparagraph 70.13.
 - 73.5.3 The proof of funding described in subparagraph 70.14.
 - 73.5.4 The performance and payment bond described in subparagraph 70.15.
- 73.6 Museum shall provide the Promoter with a dedicated liaison for Phase 2 (the “**Promoter Liaison**”) and ensure that the Promoter has up-to-date contract information for the Promoter Liaison (including email and cell) throughout Phase 2.
- 73.7 Museum, through the Promoter Liaison, shall (i) promptly respond to Promoter’s concerns and inquiries regarding aspects of the Phase 2 Construction that may affect Race Operations; (ii) act promptly and in good faith to address and resolve such concerns; (iii) promptly advise Promoter if there is any change to the construction schedule, storage, staging, or any other aspect of Phase 2 Construction that Museum knows or should know might cause a Material Adverse Impact on Race Operations.
- 73.8 Museum shall use reasonable efforts to prevent the Phase 2 Construction from causing any Material Adverse Impact on Race Operations. But if a Material Adverse Impact on Race Operations still occurs despite those efforts, Museum shall act promptly and in good faith to minimize the damage caused by that impact.

74. PHASE 2—CANCELLATION BY MUSEUM.

- 74.1 If any of the following conditions occur prior to commencement of any Phase 2 Construction, Museum may provide City with written notice that it is cancelling Phase 2 pursuant to this paragraph.
- 74.1.1 Museum fails to obtain City approval (either preliminary or regulatory) of any deliverable identified in the Phase 2 Milestones despite good faith efforts by the Museum to obtain such approval.
 - 74.1.2 Museum is otherwise unable to commence construction of the Phase 2 Building after good faith efforts to do so.

74.2 If Museum cancels Phase 2 pursuant to this paragraph, it does not constitute a Default, and the Parties shall negotiate an amendment to this Lease in good faith and in accordance with the following:

74.2.1 Museum acknowledges (i) that City has invested significant resources in developing this Amended Lease, including revisions that to the Lease that are unrelated to Phase 2, and (ii) that the purpose of the amendment required by this subparagraph is to remove references to Phase 2 and not to restore the 2007 Lease in its entirety.

74.2.2 The amendment must remove all provisions related to Phase 2, particularly any provision that would obligate Museum to construct the Phase 2 Building. With respect to any other type of provision that refers to Phase 2, the amendment should remove only the language necessary to eliminate that reference. For example, the amendment of subparagraph 67.4 would remove the two subparagraphs related to Claims arising out of or related to Phase 2 Construction, while leaving the other subparagraphs in place.

74.3 Once any Phase 2 Construction has commenced, Museum no longer has a right to cancel Phase 2 under this paragraph, and Museum shall complete Phase 2 Construction in accordance with this Lease.

75. FUTURE CENTER IMPROVEMENTS. The term “**Future Center Improvements**” means future improvements to the Center that would benefit both the Museum and the Theater Facility while continuing to support the Grand Prix. The City may remove any portion of the Parking Lot from the Premises to construct Future Center Improvements only if there is a mutual written agreement between City and Museum consenting to removal of the applicable portion of the Parking Lot, which may take the form of an amendment to this Lease effectuating that removal.

[SIGNATURE PAGES FOLLOW]

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

WITNESS:

CITY OF ST. PETERSBURG, FLORIDA

Sign: _____

Sign: _____

Name: _____

Name: _____

PO Address: _____

Title: _____

Sign: _____

Name: _____

PO Address: _____

ATTEST

Approved as to Content and Form

Chandrabasa Srinivasa, City Clerk

City Attorney (Designee)

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

This foregoing instrument was acknowledged before me on (date) _____ by means of ☐ physical presence or ☐ online notarization by (name) _____, as (title) _____ of the City of St. Petersburg, Florida, who is ☐ personally known to me or ☐ produced the following as identification (description): _____

[NOTARY STAMP]

Signature: _____

Printed Name: _____

WITNESS:

SALVADOR DALÍ MUSEUM, INC.

Sign: _____

By: _____

Name: _____

Name: _____

PO Address: _____

Title: _____

Sign: _____

Name: _____

PO Address: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

This trust agreement was acknowledged before me on (date) _____ by means of
☐ physical presence or ☐ online notarization by (name) _____,
as (title) _____ of Salvador Dalí Museum, Inc, who is ☐ personally known
to me or ☐ produced the following as identification (description): _____
_____.

[NOTARY STAMP]

Signature: _____

Printed Name: _____

EXHIBIT “A”
PREMISES ILLUSTRATION ON COMMENCEMENT DATE

EXHIBIT "A" PREMISES ILLUSTRATION ON COMMENCEMENT DATE

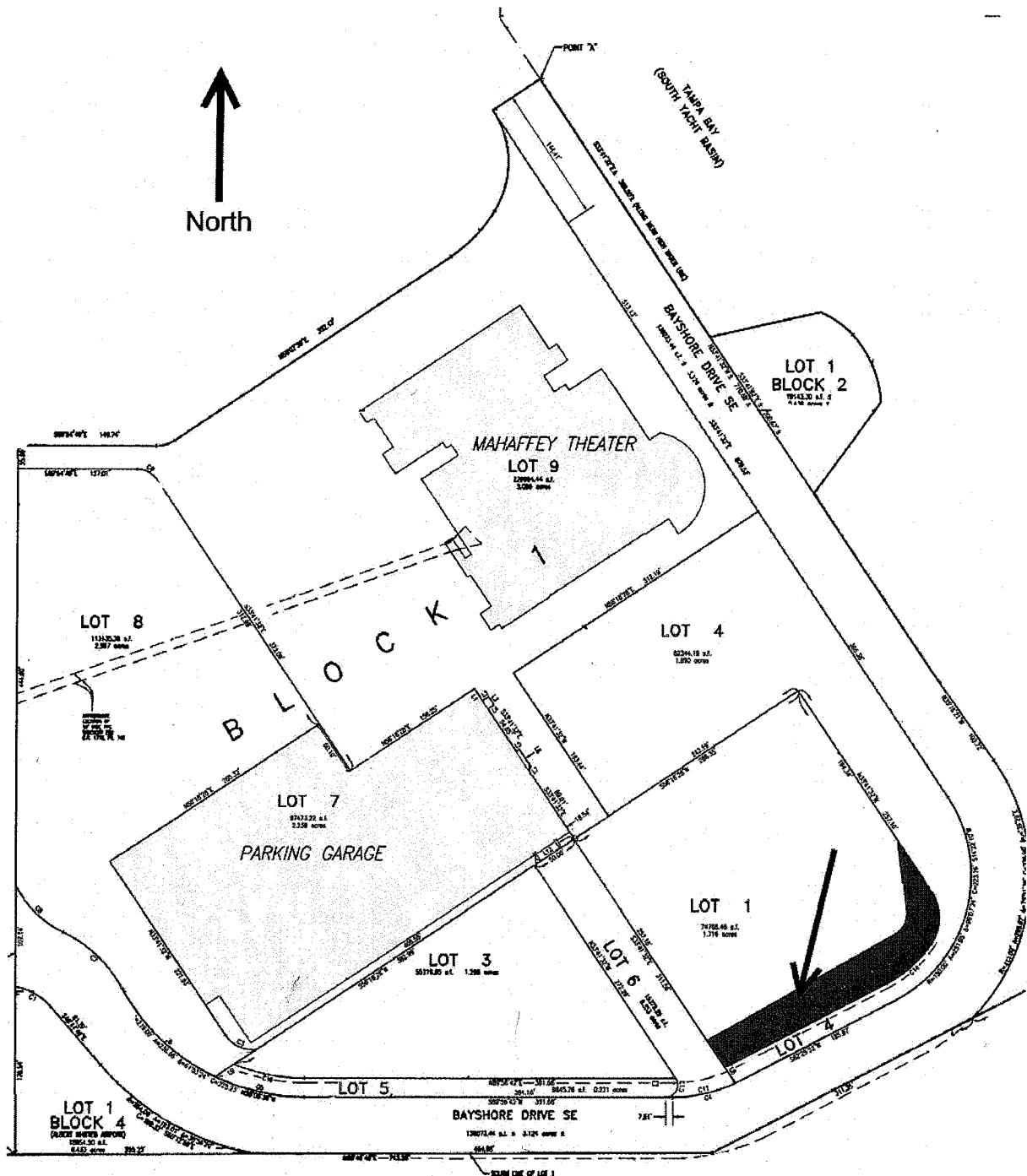


EXHIBIT "A" CONT'D PREMISES ILLUSTRATION ON COMMENCEMENT OF CONSTRUCTION

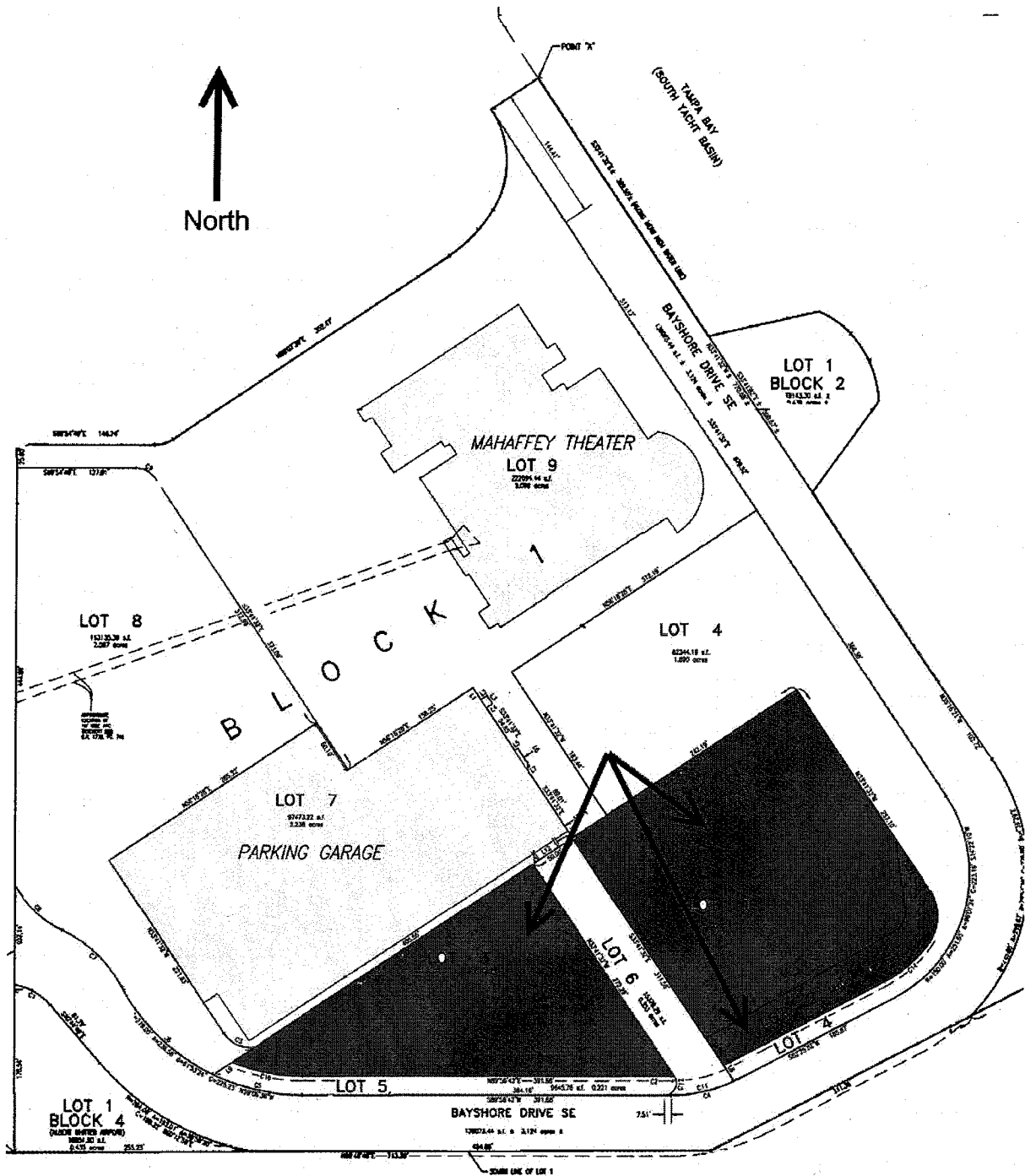
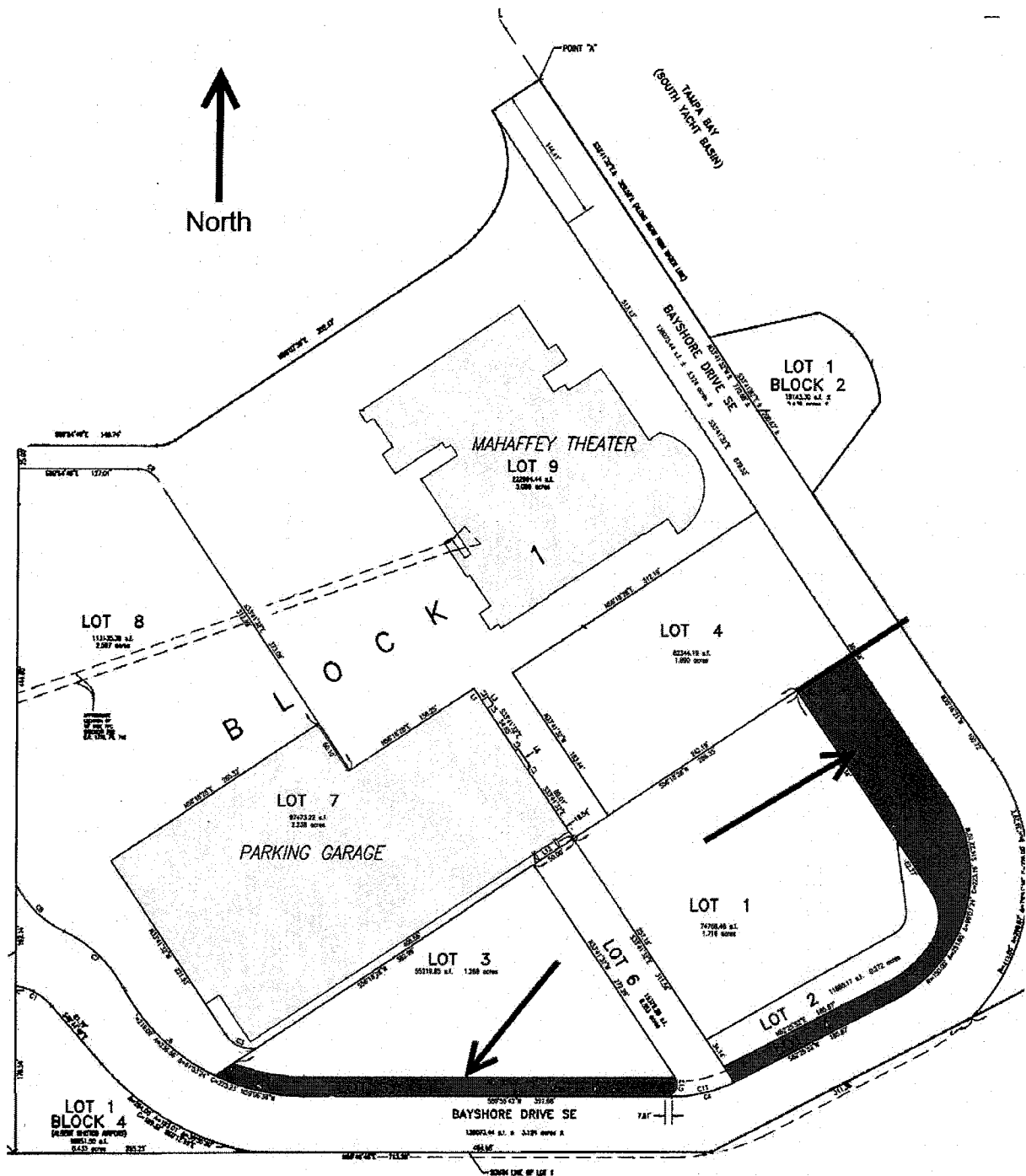


EXHIBIT “B”
CITY USE PORTION OF LOT 4. LOCATION OF LOT 5 OF THE CENTER

EXHIBIT "B" CITY USE PORTION OF LOT 4. LOCATION OF LOT 5 OF THE CENTER



**EXHIBIT “B-1”
A PORTION OF LOT 9**

EXHIBIT "B-1" A PORTION OF LOT 9

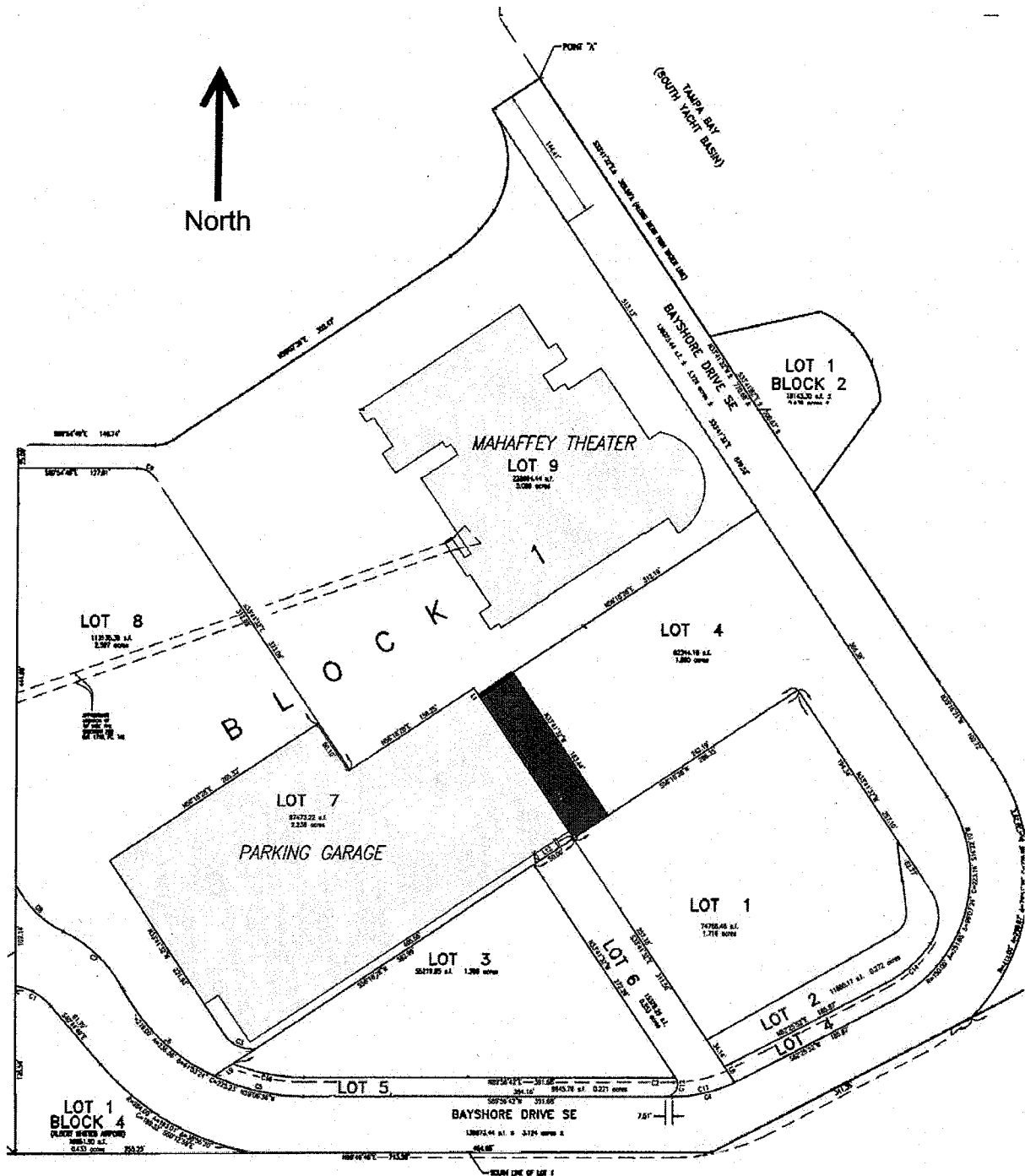


EXHIBIT “C”
PHASE 1 PLAT

134

2007365700
RECORDED IN
PUBLIC RECORDS PINELLAS COUNTY
FL
BK: 134 PG: 98 - 102
11/15/2007 at 03:39 PM.

KEN BURKE, CLERK OF COURTS

SUBDIVISION PLAT
BOOK 134 PAGE 98

98

CENTER FOR THE ARTS

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

DESCRIPTION:

LEGAL DESCRIPTION

From the Southwest corner of Lot 1, Block 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, as recorded in Plat Book 112, Pages 23 & 24, Public Records of Pinellas County, Florida as the Point of Beginning; thence along the Westerly extension of the South line thereof, S.89°46'46"W., 26.63 feet to a point on the East right of way of 1st Street South; thence along said East right of way, N.00°04'41"W., 755.47 feet; thence departing said East right-of-way, S.89°54'49"E., 146.74 feet to a point of curvature; thence 20.74 feet along the arc of a curve to the left, concave to the Northwest, having a radius of 35.00 feet, central angle 33°57'32", chord bearing N.73°06'25"E., chord length 20.44 feet to a point of tangency; thence N.56°07'39"E., 352.47 feet to a point of curvature; thence 67.55 feet along the arc of a curve to the left, concave to the Northwest, having a radius of 155.00 feet, central angle 24°58'13", chord bearing N.43°38'32"E., chord length 67.02 feet to a point of compound curvature; thence 113.18 feet along the arc of a curve to the left, concave to the West, having a radius of 100.00 feet, central angle 64°50'57", chord bearing N.01°16'03"W., chord length 107.24 feet to a point of intersection with a radial line; thence N.56°18'28"E., 60.00 feet more or less to a point on the mean high water line of Tampa Bay, (South Yacht Basin), said point hereinafter referred to as Point "A" for convenience. Return thence to the Point of Beginning; thence along the South and East boundary of said Lot 1, Block 1, the following three courses: N.89°46'46"E., 713.28 feet; thence N.62°31'54"E., 1,395.98 feet; thence N.27°38'49"W., 140.48 feet more or less to a point on the mean high water line of said Tampa Bay (South Yacht Basin); thence meandering along the mean high water line of said Tampa Bay (South Yacht Basin) in a Westerly and Northerly direction to the aforementioned Point "A".

St. Petersburg, Florida

DEDICATION:

The undersigned hereby certifies that it is the Owner of the hereon described tract of land hereby platted as CENTER FOR THE ARTS, and that it dedicates to the public all streets, public utility easements, rights of way, and public areas shown on this plat of the subdivision of said lands. Previously dedicated easement shown hereon (being identified by appropriate recording information) is shown for informational purposes. Said easement is not intended to be dedicated by this plat. The intended use of said easement is defined in the previously recorded document.

CITY OF ST. PETERSBURG, FLORIDA,
A Municipal Corporation

Rick Baker
Mayor

Signed and delivered in the presence of:

Witness
KEVIN M. DUNN
(Print Name)

Witness
BRUCE GAMES
(Print Name)

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of November, A.D., 2007, by Rick Baker, Mayor of the CITY OF ST. PETERSBURG, FLORIDA, A Municipal Corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as Identification.

My commission expires: 3-12-2009

Cathy E. Davis
NOTARY PUBLIC, State of Florida at Large

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

The public utility easements dedicated hereon shall also be an easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:

APPROVED by the City of St. Petersburg, Pinellas County, Florida, this 16th day of November, A.D., 2007; provided that this plat has been filed for record in the office of the Clerk of the Circuit Court of Pinellas County, Florida, within six (6) months from the date of this approval.

Rick Baker MAYOR

APPROVED by the City Council of the City of St. Petersburg, Pinellas County, Florida, this 6th day of November, A.D., 2007.

James Benita CHAIRMAN

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

STATE OF FLORIDA
COUNTY OF PINELLAS

I, Ken Burke, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats and that this plat has been filed for record in

Plat Book 134, Page 98, 99, 100, 101, 102 Public Records of Pinellas County, Florida.

Signed on this 16th day of November, A.D., 2007, at 3:39 P.M.

By: Carol S. Moharrer
Deputy Clerk

Ken Burke, Clerk
Pinellas County, Florida

CERTIFICATE OF CONFORMITY:

Reviewed for conformity to Chapter 177, Part I, Florida Statutes by a Professional Surveyor and Mapper under contract or employed by the City of St. Petersburg.

Matthew D. Pickel
Florida Professional Surveyor & Mapper No. 6125

Date: 11/01/07

SURVEYOR'S CERTIFICATE:

I, Catherine A. Pollak, of George F. Young, Inc., the Surveyor making this plat, do hereby certify that this plat was prepared under my direction and supervision and to the best of my knowledge and belief that this plat complies with all the survey requirements of Part I, Chapter 177, Florida Statutes.

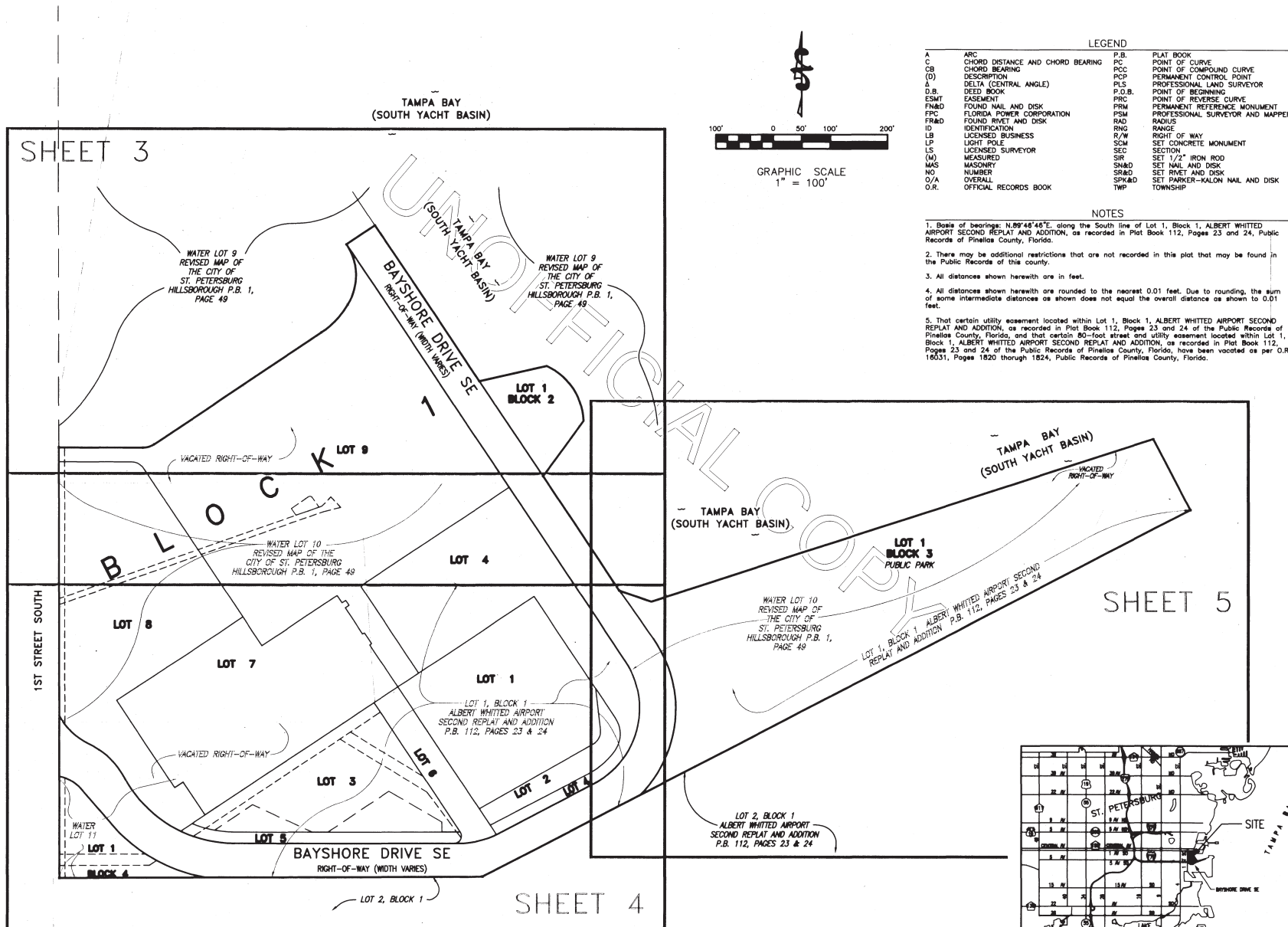
Plat boundary surveyed on the 30th day of October, A.D., 2007.

GEORGE F. YOUNG, INC., LB 021
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, FL 33701
(727) 822-4317

Catherine A. Pollak
Catherine A. Pollak
Florida Professional Surveyor & Mapper
LS 6257

CENTER FOR THE ARTS

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

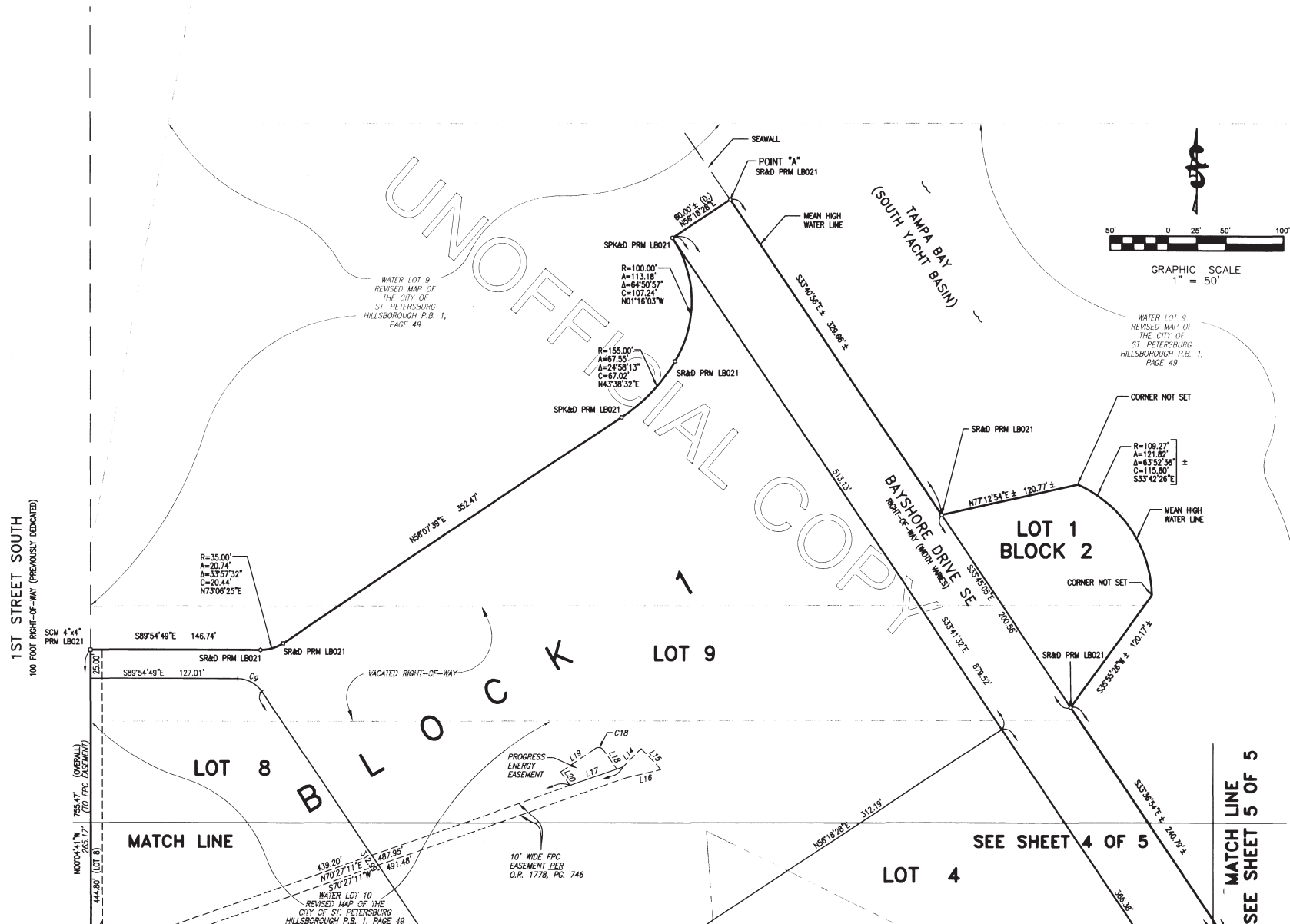


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CENTER FOR THE ARTS

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George F. Young, Inc. LB 021
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33701
(727) 822-4317

LINE TABLE				CURVE TABLE			
LINE	LENGTH	BEARING	LINE	CURVE	RADIUS	DELTA	TANGENT
L14	22.38'	N43°53'18"E	L19	36.50'	555°29'28"W		
L15	25.08'	S43°02'44"E	L20	14.51'	S54°30'34"E		
L16	30.15'	S78°09'48"W	L21	22.03'	N08°18'28"E		
L17	42.88'	N70°27'11"E	L22	15.57'	S08°18'28"W		
L18	20.40'	N34°30'54"W					
				C18	7.85'	5.00'	90°00'00"
				C9	24.53'	25.00'	58°13'17"
							13.35'
							23.56'
							58°148'10"E
							7.07'
							N79°30'34"W

MATCH LINE
SEE SHEET 5 OF 5

SHEET 3 OF 5

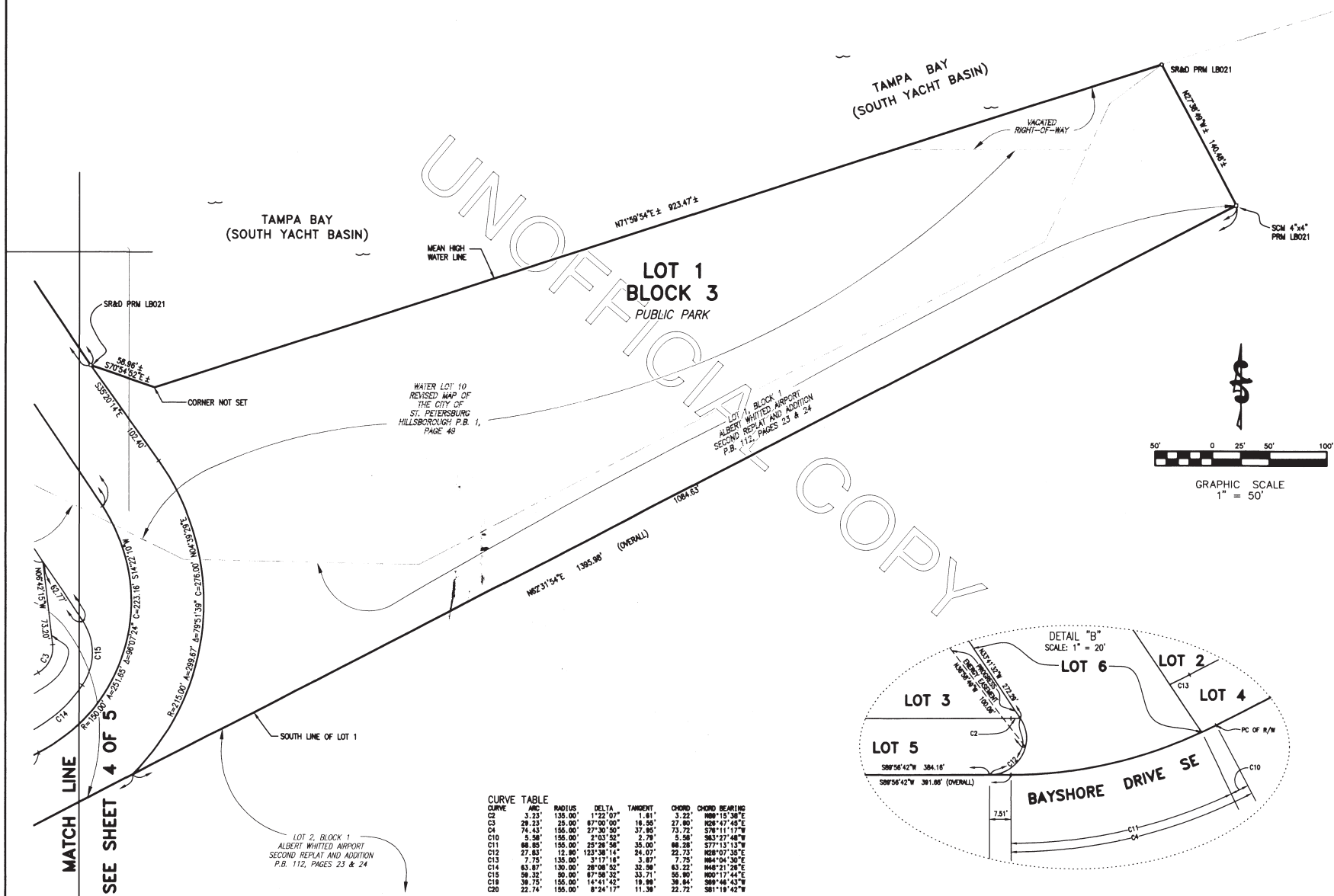
FILE: I:\PROJECTS\SUB\0113-0400-00\DWG\01 SUBDIVISION_14.DWG
PLOTED: 10/21/07 15:34:02 LOAN: WAK

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA



CENTER FOR THE ARTS

BEING A REPLAT OF LOT 1, BLOCK 1, ALBERT WHITTED AIRPORT SECOND REPLAT AND ADDITION, AS RECORDED IN PLAT BOOK 112, PAGES 23 & 24, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH A PORTION OF WATER LOTS 9, 10 AND 11, REVISED MAP OF THE CITY OF ST. PETERSBURG, AS RECORDED IN PLAT BOOK 1, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, TOGETHER WITH VACATED RIGHTS OF WAY, ALL LYING IN THE SOUTHEAST 1/4 OF SECTION 19 AND IN THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 31 SOUTH, RANGE 17 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA



Y **George F. Young, Inc. LB 021**
299 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33701
(727) 822-4317

EXHIBIT “D”
EXHIBIT “D” DALÍ BOULEVARD

EXHIBIT "D" DALÍ BOULEVARD

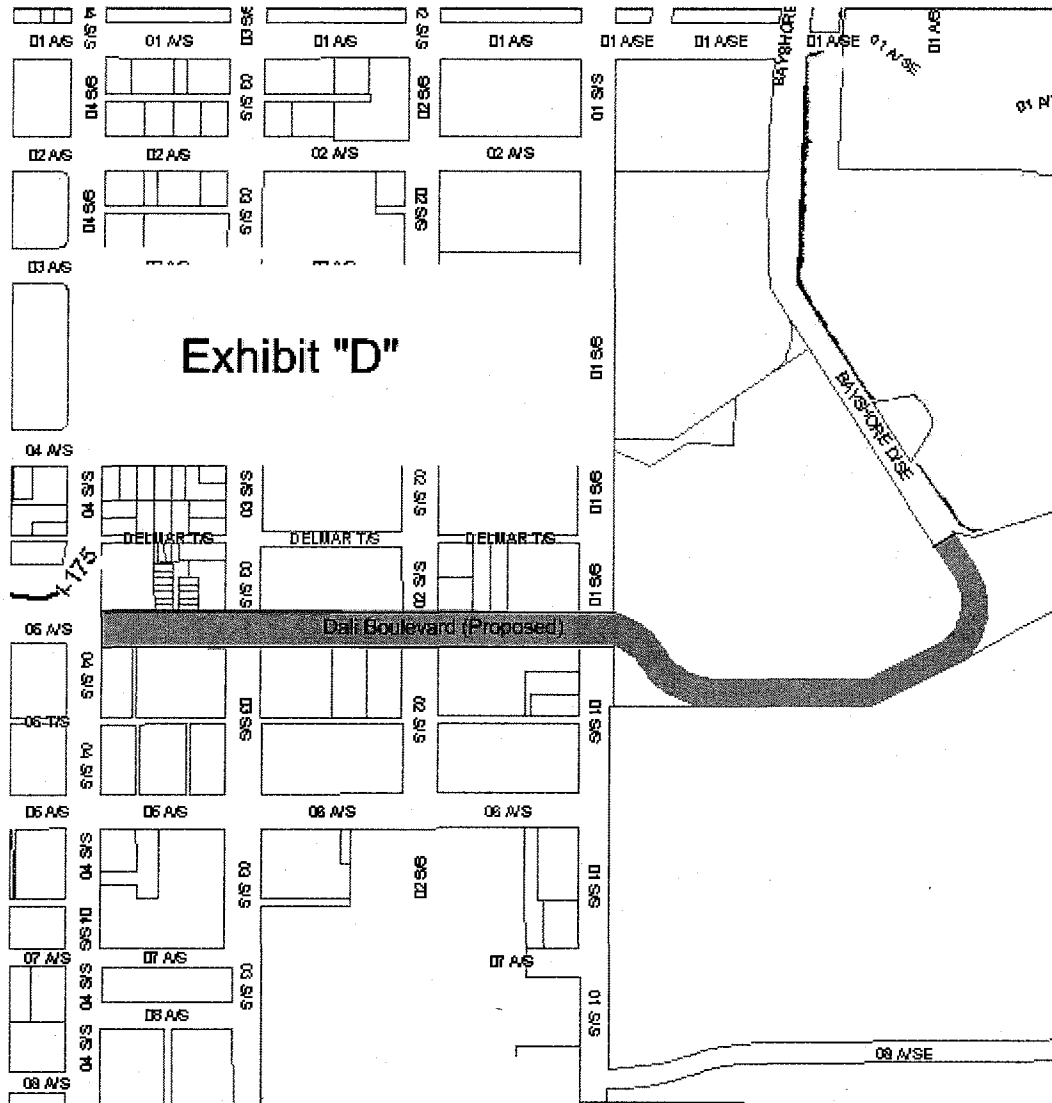


EXHIBIT “E”
CLEAN ZONE

ORDINANCE NO. 702-G

AN ORDINANCE OF THE CITY OF ST. PETERSBURG, FLORIDA DESIGNATING PORTIONS OF THE DOWNTOWN AS A "RACE ZONE" AND A "CLEAN ZONE" IN ORDER TO REGULATE COMMERCIAL ACTIVITIES DURING THE GRAND PRIX AUTOMOBILE RACE; DESIGNATING GEOGRAPHIC BOUNDARIES FOR THE CLEAN ZONE AND THE RACE ZONE; IDENTIFYING "RACE DAYS"; REGULATING PERMITTED AND PROHIBITED USES; ISSUING A PERMIT FOR A RACING EVENT; CLOSING CERTAIN STREETS, ALLEYS, SIDEWALKS AND OTHER PUBLIC WAYS; SUSPENDING CERTAIN TRAFFIC AND PARKING LAWS; SUSPENDING CERTAIN LAND DEVELOPMENT REGULATIONS AND CERTAIN NOISE REGULATIONS IN THE RACE ZONE; ALLOWING THE CONSUMPTION OF ALCOHOL WITHIN FIVE HUNDRED FEET OF THE PREMISES WHERE SUCH ALCOHOL IS SOLD AND IN THE PUBLIC RIGHT-OF-WAY AND IN PIONEER PARK WITHIN THE RACE ZONE DURING RACE DAYS; PROHIBITING TEMPORARY USES, STRUCTURES AND SIGNAGE IN THE CLEAN ZONE; PROHIBITING STREAMERS, PENNANTS, BANNERS AND INFLATABLES IN THE CLEAN ZONE; SUSPENDING PUSHCART PERMITS IN THE CLEAN ZONE AND RACE ZONE DURING RACE DAYS; CLOSING THE BOAT RAMP AT DEMEN'S LANDING DURING RACE DAYS; PROVIDING FOR PENALTIES; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the City desires to provide events that are of interest and benefit to the residents of the City; and

Whereas, the City desires to expand national and international tourism to the City and enhance economic opportunities for the benefit of the City and its residents; and

Whereas, the City has determined that holding internationally recognized automobile races sanctioned by a recognized sanctioning body, together with a variety of sporting, entertainment and charitable events to benefit the community as a whole, located in downtown St. Petersburg, would assist in accomplishing the goals of the City; and

Whereas, the City has entered into an Agreement with Andretti Green Promotions, LLC, ("Andretti Green"), dated September 16, 2004, for Andretti Green to produce and conduct an annual automobile race on City streets and public land ("Agreement"); and

Whereas, the Agreement is for an initial term of three (3) years with one (1) option to extend the term of the Agreement for an additional two (2) years.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

SECTION ONE. The portion of the City within the following generally described area (which is more specifically shown in Exhibit A) is hereby designated as the "Race Zone", such Race Zone being necessary to prepare for and produce an automobile race:

Starting from a point on the north side of First Avenue South at the east end of the Demen's Landing Bridge; thence west to the seawall; thence north along the seawall to the north side of Central Avenue; thence west to the west side of Beach Drive; thence south to the north side of First Avenue South; thence west to the east side of First Street South; thence south to the south side of First Avenue South; thence west to the west side of First Street South; thence south to the north side of Fourth Avenue South; thence west to the east side of Second Street South; thence south to the south side of Fourth Avenue South; thence east to the west side of First Street South; thence south to the north side of Fifth Avenue South; thence west to the east side of Second Street South, thence south to the south side of Fifth Avenue South; thence east to the east side of First Street South; thence south to a point 424 feet south of the south right-of-way line of Sixth Avenue South; thence east 260 feet to the south side of Taxiway "A" (extended); thence northeast 1330 feet along the south side of Taxiway "A"; thence east 1200 feet to a point 275 feet west of the centerline of Runway 18/36; thence north northwest to a point in the south Yacht Basin approximately 100 feet from the seawall; thence west southwest paralleling the seawall to the point approximately 100 feet east of the seawall on the eastside of Bay Shore Drive; thence north northwest paralleling the seawall on the eastside of Bay Shore Drive to the point of beginning on the north side of the east end of the Demen's Landing Bridge.

SECTION TWO. The portion of the City within the following generally described area (less the Race Zone area) is hereby designated as the "Clean Zone," such Clean Zone being necessary to prepare for and produce the automobile race:

Starting from a point on the north side of Central Avenue and the seawall along Bayshore Drive; thence north along the seawall to a point on the seawall at Bayshore Drive immediately across from the north right-of-way line of First Avenue Northeast extended; thence west to the west right-of-way line of Second Street; thence south along the west right-of-way line of Second Street South to the south right-of-way line of 7th Avenue South extended; thence east to the east right-of-way line of First Street South; thence north to the boundary of the Race Zone.

The South Yacht Basin as described in City Code Section 7-115 shall be included in and made a part of the Clean Zone.

SECTION THREE. Both the Clean Zone and the Race Zone shall be in effect on the "Race Days" which shall begin at 12:01 a.m. and end at midnight on the following dates:
March 31, 2005 through April 3, 2005

If the race is postponed to a later date due to inclement weather, then the Race Days shall be extended to midnight of the day the race concludes.

SECTION FOUR. This ordinance shall be considered to be a permit for a racing event that is contemplated under Section 549.08, Florida Statutes, as amended. In entering into a contract with Andretti Green, the City has found that Andretti Green has adequate insurance to pay any damages incurred because of loss of or injury to any person or property, that Andretti Green has demonstrated experience in conducting a racing event on streets or parks, that adequate security and necessary facilities will be provided by Andretti Green, and that Andretti Green has demonstrated the ability to protect the health, safety and welfare of citizens of the City and those persons attending the racing event.

SECTION FIVE. Within the Race Zone and during the Race Days the following regulations shall be in effect:

1. All streets, alleys, sidewalks and other public ways are closed to general pedestrian and vehicular traffic.
2. All traffic and parking laws, including but not limited to those related to speed limits and traffic control devices, are suspended.
3. Prohibitions against temporary signage are suspended.

4. Land Development Regulations regulating temporary structures are suspended; provided, however, that all persons erecting any temporary structures shall comply with applicable building and fire codes and shall obtain any other required permits.

5. The automobile race shall be a permitted temporary use.

6. Retail and eating and drinking establishment uses shall be permitted uses and all Land Development Regulations applicable thereto are suspended; provided, however, that such uses shall comply with all applicable building, fire and health codes and persons engaging in such uses shall obtain any other required permits.

7. Noise regulations in Chapter 11, Article III are suspended for noise originating from the Race Zone.

8. Restrictions in Chapter 7 relating to mooring or berthing boats along the seawall are suspended.

9. Regulations in Chapter 3 prohibiting the consumption of alcohol within 500 feet of the premises where such alcohol is sold and possession of open containers on public rights-of-way are suspended.

SECTION SIX. The sale and consumption of alcoholic beverages in Pioneer Park is hereby permitted during the Race Days.

SECTION SEVEN. *Within the Clean Zone and during the Race Days the following regulations shall be in effect:*

1. Temporary outdoor uses are prohibited.

2. All uses, including but not limited to retail and food uses, operating from temporary or portable structures or vehicles such as semi-trailers, step vans, recreational or other vehicles with cooking facilities, etc. are prohibited.

3. Sale or distribution of food or any other item from a vehicle is prohibited.

4. Temporary structures, including tents, shall not be erected and are prohibited.

5. Temporary signs, including signs on vehicles and buildings, visible from the street right-of-way and/or the Race Zone are prohibited. Any sign erected shall be a permanent sign which has received the required permits.

6. Streamers, pennants, banners and inflatables (located within the Clean Zone) which are visible from any street right-of-way are prohibited.

7. Commercial promotional activities are prohibited on the public right-of-way (commercial promotional activities shall not include promotions that only give away samples or literature).

SECTION EIGHT. Permits issued for pushcart vending pursuant to Section 29-213 shall not be valid in the Race Zone or the Clean Zone on the Race Days.

SECTION NINE. The public boat ramp at Demen's Landing may be closed for the launching or retrieval of boats on all or any portion of the Race Days if the Police Chief determines that closure is necessary to conduct the automobile race.

SECTION TEN. No variance shall be granted to any provision of this ordinance.

SECTION ELEVEN. As provided in City Code Section 25-8, no person shall transact any business upon the public streets or sidewalks within the Clean Zone.

SECTION TWELVE. No person shall be authorized to sell or distribute illegal, infringing, unlicensed or unauthorized merchandise regardless of whether that person is operating a permitted use, special exception use or temporary use.

SECTION THIRTEEN. Any person who violates any of the provisions of this ordinance shall be subject to a fine of \$500.

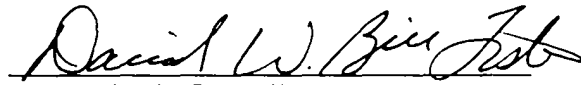
SECTION FOURTEEN. This ordinance shall supercede any ordinance in conflict therewith, to the extent of such conflict.

SECTION FIFTEEN. In the event the Agreement, as defined herein, expires, is terminated, or for any other reason is no longer in effect, then this Ordinance shall immediately become null and void and of no further effect.


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

First reading conducted on the 4th day of November, 2004.

Passed by St. Petersburg City Council on second and final reading on the 9th day of December, 2004.



Chair-Councilmember
Presiding Officer of the City Council

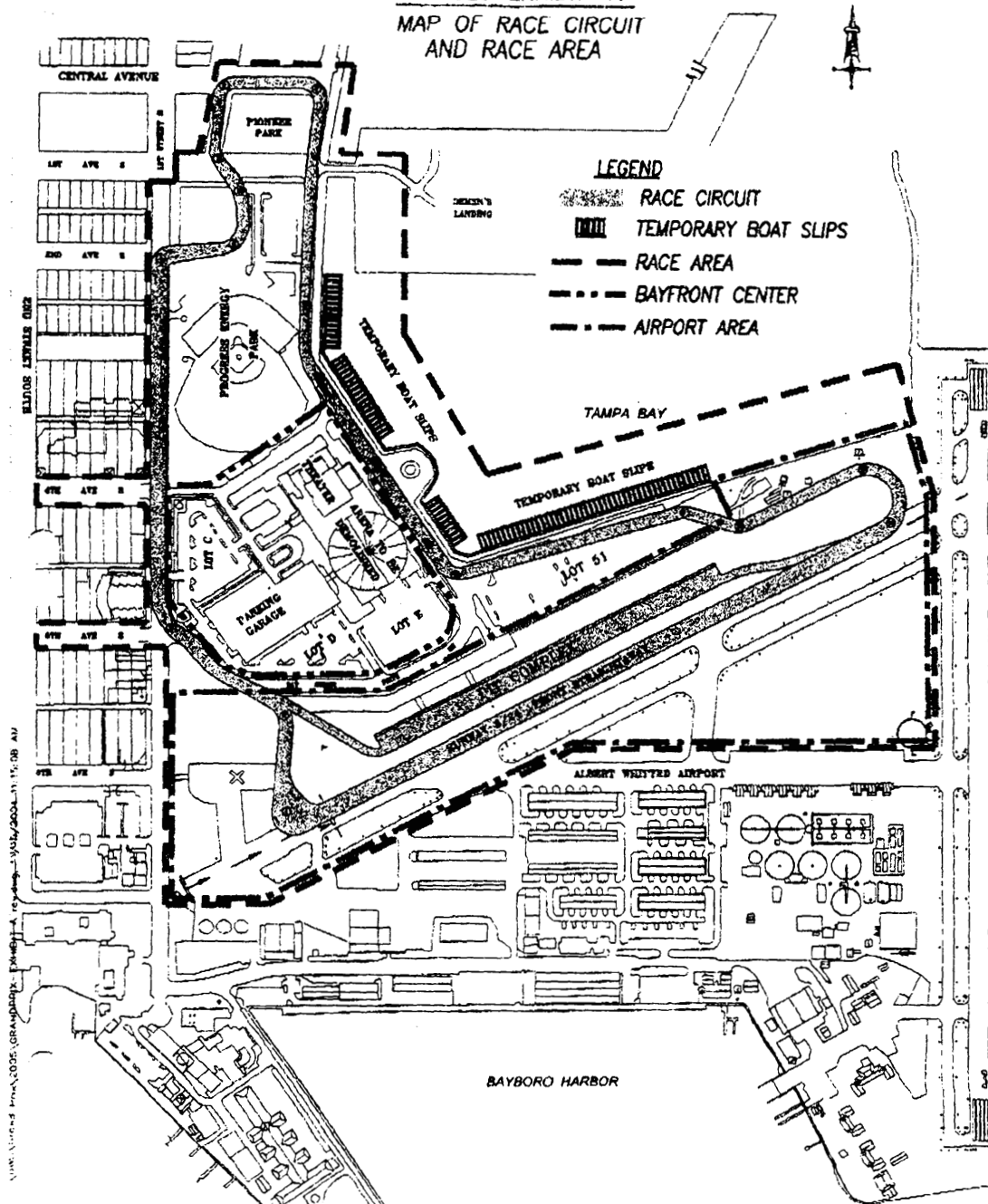
ATTEST: 
City Clerk

Title Published: Times 1-t 11/29/2004



Not vetoed. Effective date Thursday, December 16, 2004 at 5:00 p.m.

REVISED EXHIBIT "A"
MAP OF RACE CIRCUIT
AND RACE AREA



ORDINANCE NO. 1013-G

AN ORDINANCE AMENDING SECTION THREE OF ORDINANCE NO. 702-G ESTABLISHING RACE DAYS FOR FUTURE GRAND PRIX AUTOMOBILE RACES DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; PROVIDING THAT CITY COUNCIL MAY CHANGE THE RACE DAYS BY RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G on December 9, 2004; and

WHEREAS, Ordinance No. 702-G established a Race Zone and Clean Zone and regulations to be in effect in each; and

WHEREAS, Section Three of Ordinance No. 702-G establishes the "Race Days" during which these Race Zone and Clean Zone regulations and other regulations shall be in effect.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: SECTION THREE of Ordinance No. 702-G is hereby amended as follows:

SECTION THREE: Both the Clean Zone and the Race Zone shall be in effect on the "Race Days" which shall begin at 12:01 a.m. and end at midnight on the following dates:

~~March 25, 2010 through March 28, 2010~~

~~March 31, 2011 through April 3, 2011~~

March 24, 2011 through March 27, 2011

March 29, 2012 through April 1, 2012

April 4, 2013 through April 7, 2013

April 3, 2014 through April 6, 2014

If the race is postponed to a later date due to inclement weather, then the Race Days shall be extended to midnight of the day the race concludes. City Council may change the Race Days by resolution.

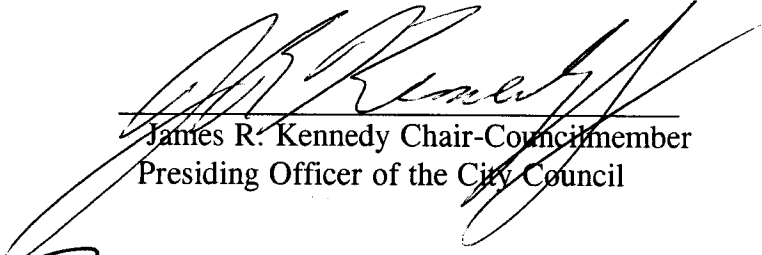
Section 2: All other provisions of Ordinance No. 702-G shall remain in full force and effect.

Section 3: Language which is underlined represents additions and the language which is ~~struck through~~ represents deletions.

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

First reading conducted on the 3rd day of March, 2011.

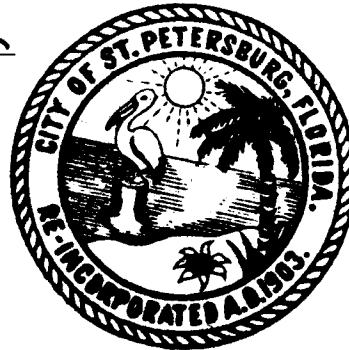
Adopted by St. Petersburg City Council on second and final reading on the 17th day of March, 2011.


James R. Kennedy Chair-Councilmember
Presiding Officer of the City Council

ATTEST:


Amelia Preston Deputy City Clerk

Title Published: Times 1-t 3/7/2011



ORDINANCE NO. 156-H

AN ORDINANCE AMENDING SECTIONS THREE, FIVE AND SEVEN OF ORDINANCE NO. 702-G; PROVIDING THAT CITY COUNCIL MAY BY RESOLUTION ESTABLISH AND CHANGE RACE DAYS FOR FUTURE GRAND PRIX AUTOMOBILE RACES DURING WHICH RACE ZONE AND CLEAN ZONE REGULATIONS AND OTHER REGULATIONS ARE IN EFFECT; PROVIDING FOR ADDITIONAL REGULATIONS PROHIBITING CERTAIN ACTIVITIES INCLUDING THE USE OF UNMANNED AERIAL VEHICLES DURING RACE DAYS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Ordinance No. 702-G in December, 2004;
and

WHEREAS, Ordinance No. 702-G established a Race Zone and Clean Zone and regulations to be in effect in each; and

WHEREAS, Section Three of Ordinance No. 702-G establishes the "Race Days" during which these Race Zone and Clean Zone regulations and other regulations shall be in effect; and

WHEREAS, the City Council adopted Ordinance No. 1013-G in March, 2011 which amended Section Three of Ordinance No. 702-G to allow City Council to change Race Days by resolution; and

WHEREAS, the City Council has determined that the operation of unmanned aerial vehicles (aka drones) in the Race Zone and Clean Zone areas creates a potentially dangerous situation for race car drivers, spectators and other persons in the area.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section 1: SECTION THREE of Ordinance No. 702-G is hereby amended as follows:

SECTION THREE: Both the Clean Zone and the Race Zone shall be in effect on the "Race Days" which shall begin at 12:01 a.m. and end at midnight on the dates established by City Council by resolution. ~~following dates:~~

~~March 25, 2010 through March 28, 2010~~
~~March 31, 2011 through April 3, 2011~~
~~March 24, 2011 through March 27, 2011~~
~~March 29, 2012 through April 1, 2012~~
~~April 4, 2013 through April 7, 2013~~
~~April 3, 2014 through April 6, 2014~~

If the race is postponed to a later date ~~due to inclement weather~~, then the Race Days shall be extended to midnight of the day the race concludes. City Council may also change the Race Days by resolution.

Section 2. SECTION FIVE of Ordinance No. 702-G is hereby amended by adding a new subsection 10, to read as follows:

10. The operation of any unmanned aerial vehicle is unlawful and prohibited.
 - a. The term 'operation' shall include operating such vehicle over any portion of the Race Zone (whether the operator is within the Race Zone or not) and/or controlling the operation of such vehicle from within the Race Zone (whether the vehicle is over the Race Zone or not).
 - b. The term 'unmanned aerial vehicle' includes any type of unmanned flying apparatus or unmanned aircraft system, including but not limited to, vehicles commonly referred to as 'drones', model planes, model helicopters, rockets, aircraft, etc.
 - c. Such vehicles could be propelled by gas, other petroleum products, batteries, other non-petroleum products, or any other method of propulsion.
 - d. Such vehicles are usually remotely controlled, but could be controlled by autonomous software or any other method of control except that there is no direct control by a person on the vehicle.
 - e. Such vehicles could be of any size.
 - f. Such vehicles could be used for either commercial or noncommercial purposes.

Section 3. SECTION SEVEN of Ordinance No. 702-G is hereby amended by adding a new subsection 8, to read as follows:

8. The operation of any unmanned aerial vehicle is unlawful and prohibited.
 - a. The term 'operation' shall include operating such vehicle over any portion of the Clean Zone (whether the operator is within the Clean Zone or not) and/or controlling the operation of such vehicle from within the Clean Zone (whether the vehicle is over the Clean Zone or not).
 - b. The term 'unmanned aerial vehicle' includes any type of unmanned flying apparatus or unmanned aircraft system, including but not limited to, vehicles commonly referred to as 'drones', model planes, model helicopters, rockets, aircraft, etc.
 - c. Such vehicles could be propelled by gas, other petroleum products, batteries, other non-petroleum products, or any other method of propulsion.

- d. Such vehicles are usually remotely controlled, but could be controlled by autonomous software or any other method of control except that there is no direct control by a person on the vehicle.
- e. Such vehicles could be of any size.
- f. Such vehicles could be used for either commercial or noncommercial purposes.

Section 4. All other provisions of Ordinance No. 702-G shall remain in full force and effect.

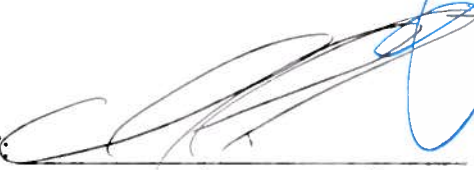
Section 5. Language which is underlined represents additions and the language which is ~~struck through~~ represents deletions.

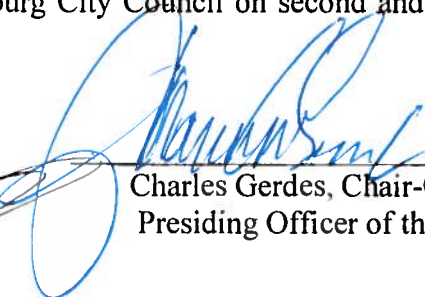
Section 6. In the event this Ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective upon the expiration of the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the Ordinance, in which case the Ordinance shall become effective immediately upon filing such written notice with the City Clerk. In the event this Ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

First reading held on the 5th day of March, 2015.

Adopted by St. Petersburg City Council on second and final reading on the 19th day of March, 2015.

ATTEST:


Chan Srinivasa, City Clerk

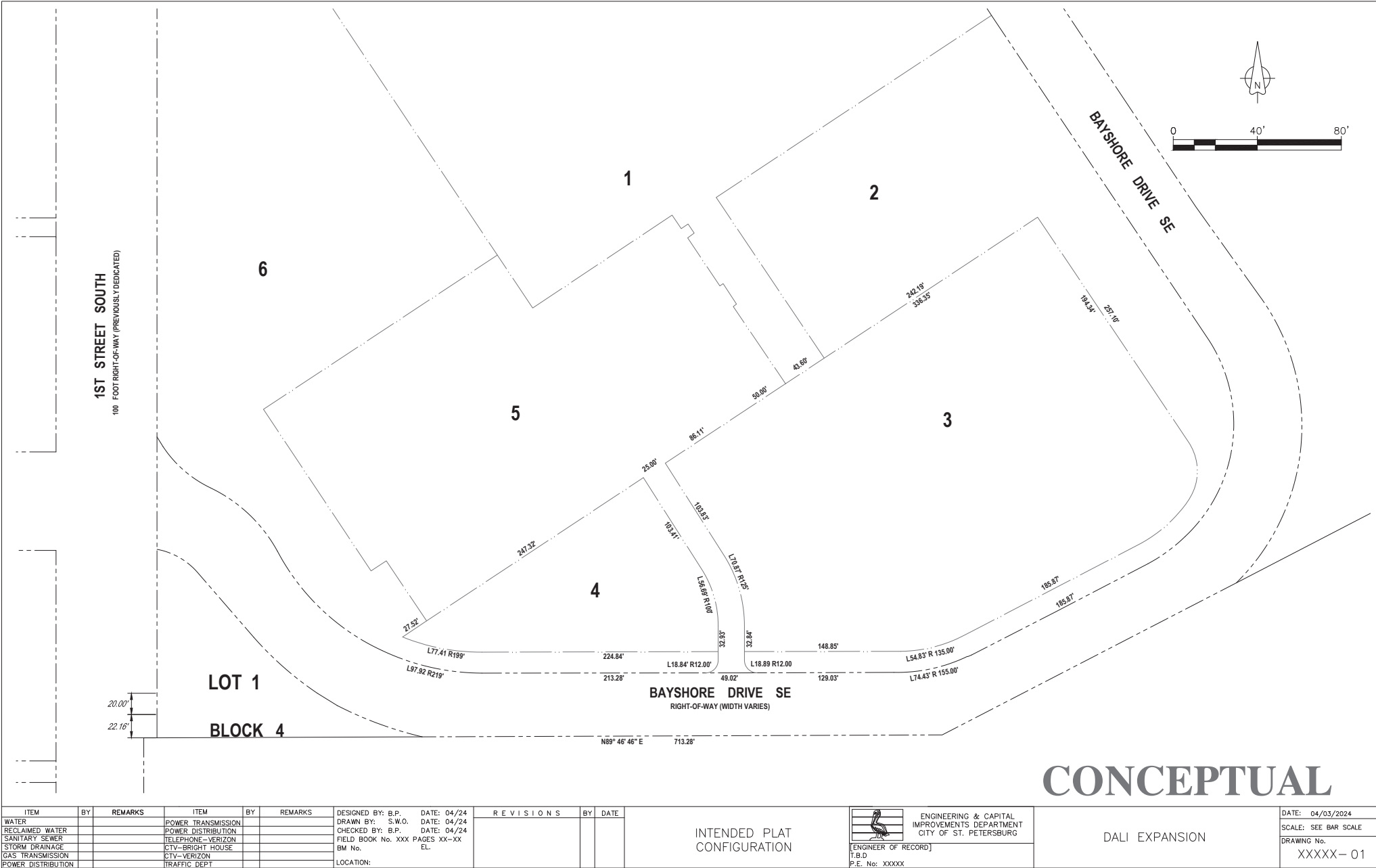

Charles Gerdes, Chair-Councilmember
Presiding Officer of the City Council



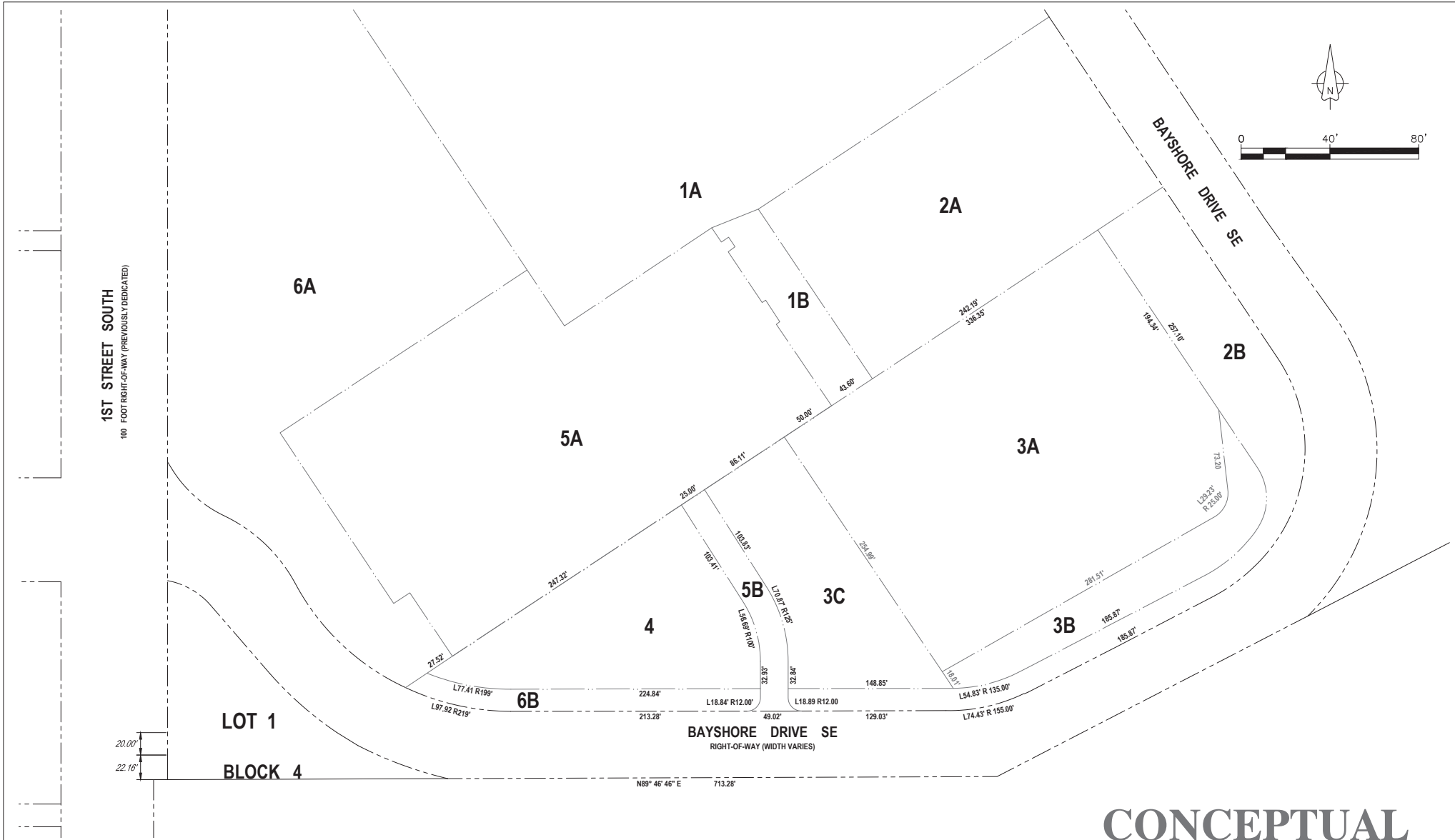
Title Published: Times 1-t 3/6/15

Not vetoed. Effective date Thursday, March 26, 2015 at 5:00 p.m.

EXHIBIT “F”
PHASE 2 CONCEPTUAL PLAT



**EXHIBIT “G”
LOT DIAGRAM**



ITEM		BY	REMARKS	ITEM		BY	REMARKS	DESIGNED BY: B.P.		DATE: 04/24	R E V I S I O N S		BY	DATE	 ENGINEERING & CAPITAL IMPROVEMENTS DEPARTMENT CITY OF ST. PETERSBURG		DALI EXPANSION		DATE: 04/03/2024	
WATER				POWER TRANSMISSION				DRAWN BY: S.W.O.		DATE: 04/24									SCALE: SEE BAR SCALE	
RECLAIMED WATER				POWER DISTRIBUTION				CHECKED BY: B.P.		DATE: 04/24									DRAWING No.	
SANITARY SEWER				TELEPHONE-VERIZON				FIELD BOOK No. XXX		PAGES XX-XX									XXXXX- 01	
STORM DRAINAGE				CTV-BRIGHT HOUSE				BM No.		EL.										
GAS TRANSMISSION				CTV-VERIZON				LOCATION:												
POWER DISTRIBUTION				TRAFFIC DEPT																

EXHIBIT “H”
PHASE 2 MILESTONES

PHASE 2 MILESTONES

Pursuant to Lease subparagraph 68.4, the Museum shall complete Phase 2 Construction in accordance with the deadlines, milestones, and other scheduling parameters below. Unless otherwise stated, each task is the responsibility of Museum, and each submission is for pre-regulatory review and approval pursuant to subparagraph 68.5.

Task Number	Task Description	Deadline to Complete
1	Complete Concept Plan	180 days from Execution of the Lease Amendment for Phase 2
1.1	Submit initial traffic circulation plan	(Same as above)
1.2	Submit updated concept for Phase 2 Addition	
1.3	Submit preliminary and final Phase 2 Plat	
1.4	Submit initial project design and permitting schedule	
2	Complete Preliminary Design	120 days following receipt of City comments on all Task 1 deliverables.
2.1	Submit updated traffic circulation plan	<div style="text-align: center;"> ↑ Pursuant to Project Design and Permitting Schedule ↓ </div>
2.2	Submit initial site civil plans	
2.3	Submit airport regulation analysis	
2.4	Submit consent of Theater Manager and Promoter to preliminary design.	
2.5	Submit updated project design and permitting schedule to include permit submission dates, other committee approvals, etc.	
2.6	City confirms expansion of Premises to include original Garage Access Route.	Following completion of all other sub-tasks in Task 2

Task Number	Task Description	Deadline to Complete
3	Complete Detailed Design	120 days following receipt of City comments on all deliverables from Task 2
3.1	Submit draft construction staging and site utilization plan	Pursuant to Project Design and Permitting Schedule ↑ ↓
3.2	Submit initial construction action plan	
3.3	Submit updated site civil plans	
3.4	Submit initial utility relocation plan	
3.5	Submit confirmation from applicable private utilities for relocation of utilities	
3.6	Submit building plan and elevations	
3.7	Submit all permits (SWFWMD, Building Depts, FAA, etc.) and schedule for submission	
3.8	Submit pre-application notes from applicable regulatory agencies (SWFWMD, Building Depts, FAA, etc.)	
3.9	Secure approval of preliminary Phase 2 Plat	
4	Complete Construction Documents	180 days following receipt of City comments on all items in task 3
4.1	Submit updated construction staging and site utilization plan	Pursuant to Project Design and Permitting Schedule ↑ ↓
4.2	Submit updated site civil plans	
4.3	Submit updated utility relocation plan.	
4.4	Submit copies of approved permits (SWFWMD, Building Depts, FAA, etc.) and status summary of any remaining permit submissions	
4.5	Submit updated construction schedule	
4.6	Submit updated construction action plan	

Task Number	Task Description	Deadline to Complete
5	Complete Construction	540 days following initiation of task 4.
5.1	Submit executed construction agreement	60 days prior to initiating construction
5.2	Submit proof of funding	
5.3	Submit performance and payment bond	
5.4	Submit updated construction schedule	
5.5	Submit updated construction schedule	30 days prior to initiating construction
5.6	Commence construction of Garage Access Route and reconfiguration of surface parking west of that Garage Access Route.	<div>↑</div> Pursuant to construction schedule <div>↓</div>
5.7	Substantial completion of Garage Access Route and reconfiguration of surface parking west of that Garage Access Route.	
5.8	Commence relocation of utilities	
5.9	Substantial completion of relocation of utilities	
5.10	Commence construction of Phase 2 Addition	
5.11	Substantial completion of Phase 2 Addition	
5.12	Record final Phase 2 Plat	
5.13	Final completion of Phase 2 Construction	
5.14	Complete scheduled demobilization and site clearing for planned City activities	
5.15	Complete overall site restoration	

EXHIBIT “I”
PHASE 2 CONTRACTOR INSURANCE REQUIREMENTS

The following requirements are imposed pursuant to Lease subparagraph 71.2 with respect to each Phase 2 Contractor (for purposes of this exhibit, a “**Contractor**”) and to any agreement between Museum and the Phase 2 Contractor (for purposes of this exhibit, a “**Contractor Agreement**”):

1. Any Contractor must obtain and maintain the following types and amounts of insurance throughout the Project Term:

(a) Workers’ Compensation.

- (i) Workers’ Compensation Insurance for all of Contractor’s employees engaged in Phase 2 Construction. Coverage must include Employers Liability, Voluntary Compensation and U.S. Longshore and Harbor Workers’ Act coverage where applicable.
- (ii) If any Phase 2 Construction is subcontracted, the Contractor must require each subcontractor to provide Workers’ Compensation Insurance for all the subcontractor’s employees unless such employees are covered by the Workers’ Compensation Insurance afforded by the Contractor.
- (iii) The Contractor must purchase (and cause subcontractors to purchase) any other insurance or coverage required by Applicable Law for the benefit of their employees.
- (iv) The Contractor must obtain and maintain (and cause subcontractors to obtain and maintain) such insurance and coverage in amounts not less than the following:
 - (1) Workers’ Compensation – as required by Florida law
 - (2) Employer’s Liability - \$500,000 each Accident
 - (3) Employer’s Liability – Disease - \$500,000 each Employee/Policy Limit

(b) Commercial General Liability.

- (i) Commercial General Liability Insurance to provide coverage for the Contractor, subcontractors, Museum, and the City from claims for bodily injury and personal injury, including accidental death, as well as from claims for property damage

which may arise from operations under the Contractor Agreement, whether such operations are by the Contractor or by any subcontractors, or any of their respective agents, representatives, guests, employees, invitees or anyone contracting with Contractor or by anyone directly or indirectly employed by any of them.

- (ii) Explosion, collapse and underground hazards must be covered by the Contractor's and subcontractors' Commercial General Liability Insurance.
- (iii) A separate general aggregate limit of liability must apply to Phase 2 in the Contractor Agreement. The project(s) must be specifically described in the endorsement.
- (iv) Such insurance and coverage must be for occurrence type Commercial General Liability in amounts not less than:
 - (1) Each Occurrence Limit - \$10,000,000
 - (2) Project Aggregate Limit - \$10,000,000
 - (3) Project Products and Completed Operations Aggregate Limit - \$10,000,000
 - (4) Personal and Advertising Injury Limit - \$10,000,000
- (c) Automobile Liability Insurance.
 - (i) Automobile Liability Insurance providing liability coverage for "any auto", which must include, but not be limited to, all leased, owned, non-owned, and hired vehicles.
 - (ii) Coverage in amounts not less than the following:
 - (1) Combined Single Limit - \$5,000,000 each accident.
- (d) Builder's Risk Insurance.
 - (i) Builder's Risk Insurance insuring the Phase 2 Construction to its full insurable replacement value. This insurance shall insure the interests of the City, the Contractor, Museum, and all subcontractors in the Phase 2 Construction, and must insure against special form causes of loss (all risk perils), and include coverage for named windstorm, flood and collapse during construction for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Contractor must obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of Phase 2 Construction stored on

or off site or in transit. Builder's Risk Insurance must be endorsed to permit occupancy until Final Completion of the Phase 2 Construction. The Builder's Risk policy must name the City, and Museum as a loss payee.

(e) Pollution/Environmental Liability Insurance.

(i) Pollution/Environmental Liability Insurance, covering sudden and gradual pollution conditions including the discharge, release, or escape of fumes, vapors, smoke, acids, alkalis, asbestos, toxic chemicals, liquids or gases, waste materials, or other contaminants, irritants, or pollutants into or upon any structure, land, body of water, or atmosphere. Coverage must include bodily injury, property damage, loss of use of tangible property whether or not it has not been physically injured or destroyed, cleanup and remediation costs, penalties or fines, and defense costs including costs incurred in the investigation or adjustment of the claim. Coverage may be provided by a stand-alone policy or by endorsement(s) to one of the Contractor's other policies. Coverage must be provided both for the use of pollutants on site and during transit. If the policy is on a claims made basis, it must include the retroactive date of coverage and must be maintained for at least two (2) years past the Final Completion date for Phase 2.

(ii) Coverage in amounts not less than the following:

(1) Each Occurrence - \$2,000,000

(f) Contractor's Professional Liability Insurance.

(i) Professional Liability Insurance providing coverage including bodily injury and property damage from design, management such as construction project supervision, payment authorization and including Errors and Omissions coverage for the Phase 2 Construction required to be performed by the Contractor pursuant to the Contractor Agreement with a limit of \$2,000,000 per occurrence. If the policy is on a claims made basis with a limit of \$2,000,000 then an extended reporting period of at least five years past the final completion date for the Phase 2 Construction.

(ii) Coverage in amounts not less than the following:

(1) Each Occurrence - \$2,000,000

(g) Riggers Liability Insurance.

(i) Riggers Liability Insurance in an amount \$10,000,000 per occurrence to insure against physical loss of damage of the materials or equipment being lifted. Coverage must provide for replacement of any property material or equipment damaged through Contractor's work involving lifting, picking, rigging, or setting.

(ii) Coverage in amounts not less than the following:

(1) Each Occurrence - \$10,000,000

2. If a subcontractor does not obtain insurance in its own name and its principal Contractor wishes to provide insurance protection for such subcontractor and such subcontractor's employees, an endorsement must be attached to the Contractor's policy, which endorsement must identify the persons thereby covered or else the Contractor must obtain appropriate policies in the name of the subcontractor.

3. All the Contractor's insurance policies, except for the Workers' Compensation and Professional Liability insurance, must name Museum and the City Indemnified Parties (as defined in lease subparagraph 67) as additional insureds.

4. The Contractor must provide the Museum notice at least 30 days prior to any cancellation, reduction, or material change in coverage.

5. Insurance must be maintained at all times by the Contractor until final completion of Phase 2 Construction, except for completed operations coverage which must be maintained for a period of two years beyond the final completion date of the Phase 2 Construction. Completed operations coverage will not serve to limit the liability of the Contractor.

6. The Contractor must provide Museum and the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the request by Museum or the City, the Contractor must provide copies of current policies with all applicable endorsements.

7. All insurance required must be on a primary and noncontributory basis to any insurance maintained by Museum or City and must be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of AM Best's Rating Services, or similar rating agency acceptable to the City.

8. If the insurance carried by the Contractor has broader coverage than required in this Agreement, then that broader coverage, including but not limited to additional insured requirements, will be the requirement for the Contractor. If the Contractor's insurance limits are greater than the

minimum limits set forth herein, then the Contractor's insurance limits will be the required limits in this Agreement.

9. The Contractor may, at its option, provide the limits of liability as set out herein by a combination of the policies described herein, including an Umbrella or Excess Liability Insurance Policy. Any Excess or Umbrella Liability Insurance Policy must provide coverage on at least a following form basis and must include completed operations and excavation, collapse and underground coverage, along with professional liability.

10. The Contractor's deductibles or self-insured retention may not be approved by Museum (after consultation with the City). All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies must remain with the Contractor.

11. The Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Museum and City Indemnified Persons. This provision is intended to waive fully, and for the benefit of Museum and the City Indemnified Parties any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

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.



J-3



ST. PETERSBURG CITY COUNCIL
Meeting of December 12, 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) conducted a public hearing and voted 5-to-0 recommending approval of the application as submitted by the citizen applicants. The draft meeting minutes are attached. Related updates will also be posted online at: stpete.org/mirrorlake.

Recommended City Council Action:

1. CONDUCT the second reading and quasi-judicial public hearing of the proposed ordinance; and
2. APPROVE the proposed ordinance 135-HL.

Attachments: Ordinance 135-HL (including map); Staff report to the CPPC with the designation application included; draft CPPC minutes.

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:

	11-7-24
_____ City Attorney (or Designee)	_____ Date

<i>/s/ Elizabeth Abernethy</i>	11/07/24
_____ Planning and Development Services Department	_____ Date

EXHIBIT A

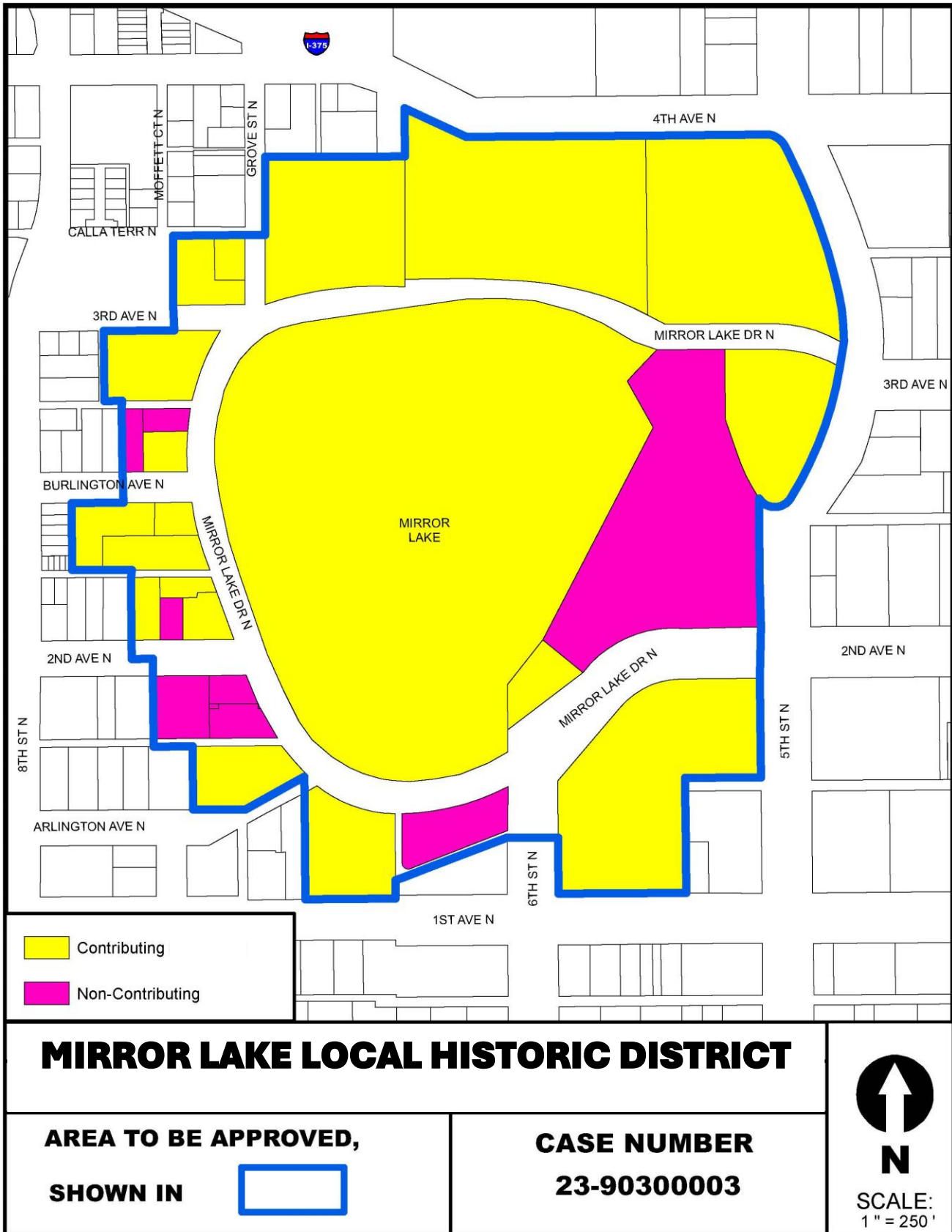


EXHIBIT B

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.

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.

Mirror Lake Historic District 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

Period of Significance:	1876-1974
Architectural Styles:	Beaux Arts, Mediterranean Revival, Mission Revival, Masonry Vernacular, Tudor Revival, Craftsman, Frame Vernacular, Mid-Century Modern, Brutalism
Architects, Builders, Planners:	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.
Criteria for Landmark Eligibility:	A, D, E, F, G and H
Areas of Significance:	Architecture, Community Planning and Development, Entertainment & Recreation, and Social History
Retention of Historic Integrity:	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 21, 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

**** Date modified from the original version due to a typo that listed the City Council first hearing date incorrectly as November 25, 2024.***

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 2nd 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-20th 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.¹ 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 1888.²

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

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

² 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.

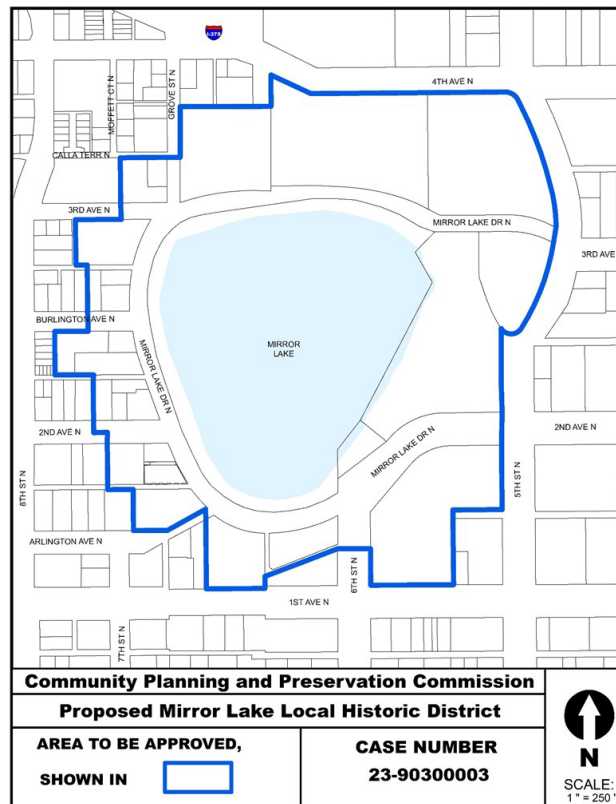


Figure 1: Proposed boundaries

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.
5th Street North					
150 5 th St N	Pinellas County Judicial Building/ St. Petersburg Judicial Building	1968-1970	Brutalist		PI12934

Contributing Properties					
Address	Historic Resource Name	Year Built	Style	Other Structures/ Alterations, if known	FMSF No.
280 5 th St N/300 5 th St N	Mirror Lake Library	1915	Beaux Arts	Addition, 1951; Addition, 1956	PI00285
Grove Street North					
302 Grove St N/737 3 rd Ave N	First Christian Church	c. 1926	Mediterranean Revival		PI10333
308 Grove St N	Twiss Apartments/ LaFayette Court	1920	Masonry Vernacular		PI10375
Mirror Lake Dr N					
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

Contributing Properties					
Address	Historic Resource Name	Year Built	Style	Other Structures/ Alterations, if known	FMSF No.
				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
1st Avenue North					
647 1 st Ave N	YWCA	1951	Mid-Century Modern	Addition, 1963; Alteration, 1969	
2nd Avenue North					
745 2 nd 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
4th Avenue North					
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

Contributing Properties					
Address	Historic Resource Name	Year Built	Style	Other Structures/ Alterations, if known	FMSF No.
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;	PI10346
	St. Petersburg Shuffleboard Club	1927	Mediterranean Revival, Tudor Revival, Masonry Vernacular	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.	PI00750, PI10419, PI10420, PI10421, PI10422, PI10424, PI10425
Burlington Avenue North					
750 Burlington Ave N	Lake Palms Apartment Co-op	c. 1956	Mid-Century Modern		

One property listed above as contributing, 647 1st 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.

Noncontributing Properties		
Street Address	Parcel #	Year Built
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 nd Ave N	19-31-17-48654-001-0020	Vacant
0 2 nd 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	Its value is a significant reminder of the cultural or archaeological heritage of the city, state, or nation.
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	It is identified as the work of a master builder, designer, or architect whose work has influenced the development of the city, state, or nation.
Yes	E	Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
Yes	F	It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
Yes	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.
Yes	H	Its character is an established and geographically definable neighborhood, united in culture, architectural style or physical plan and development.
No	I	It has contributed, or is likely to contribute, information important to the prehistory or history of the city, state, or nation.

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 1975.³ 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 2018.⁴ The Beaux Arts Mirror Lake Library was an early example of this style in the city.⁵

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”.⁶ 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.						

³ Charles Benbow, “Judicial Building is design winner,” *St. Petersburg Times*, May 25, 1975, 106.

⁴ “Florida’s Mid-Century Modern Architecture (1945-1975).” *University of Florida*, October 2018, 75.

⁵ City of St. Petersburg, Florida. “Historic Designation of Mirror Lake Library (HPC #90—02)”. Local Landmark Designation Staff Report, 1990.

⁶ “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.

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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

Date

Urban Planning and Historic Preservation Division
Planning and Development Services Department



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

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

**November 12, 2024
Tuesday
2:00 P.M.**

MEETING MINUTES

Present: Lisa Wannemacher, Chair
Robert “Bob” Jeffrey, Vice-Chair
Shannon Nelson
Abel Carrasco
Cassie Gardner **left meeting at 4:58 p.m.*
Monica Drake
William “Will” Michaels, Alternate **left meeting at 4:58 p.m.*
Joseph Magnello, Alternate

Commissioners Absent: Manitia Moultrie
Ashley Marbet

Staff Present: Derek Kilborn, Manager, Urban Planning & Historic Preservation
Kelly Perkins, Historic Preservationist II
Cindy Kochanek, Historic Preservationist II
Heather Judd, Assistant City Attorney
Iris Winn, Clerk, Planning and Development Services Department
Katherine Connell, Planning and Development Services

The public hearing was called to order at 2:03 p.m., a quorum was present.

I. OPENING REMARKS OF CHAIR

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE AND SWEARING IN OF WITNESSES

IV. MINUTES (Approval of September 10, 2024, Minutes)

The minutes from the September 10, 2024, meeting were unanimously approved.

V. PUBLIC COMMENTS

No public comments were made during this portion of the meeting.

VI. QUASI-JUDICIAL HEARING

VI.1. City File: 23-90300003 – Mirror Lake Local Historic District**City Staff: Derek Kilborn | history@stpete.org**

Request (4:32): Designation of the Mirror Lake Local Historic District to the St. Petersburg Register of Historic Places. [Quasi-Judicial].

City Staff Presentation (5:52):

Derek Kilborn gave a PowerPoint presentation based on the Staff Report.

Owner/Applicant Presentation (14:50):

Drexey Smith and William Herrmann gave a PowerPoint presentation on behalf of the applicants.

Registered Opponent Presentation (22:15):

Matt Weidner gave a presentation on behalf of the Registered Opponent (himself).

Public Comment (32:50):

1. Kristen Allukian, 701 Mirror Lake Drive, spoke in support of the proposed application.
2. Andrea Baron, 750 Burlington Avenue North, spoke in support of the proposed application.
3. Carol Apollonio, 750 Burlington Avenue North, spoke in support of the proposed application.
4. Teresa Durickas, 750 Burlington Avenue North, spoke in support of the proposed application.
5. George Steimle, 750 Burlington Avenue North, did not speak, but filled out a green comment card indicating support for the proposed application.
6. Douglas Haan, 750 Burlington Avenue North, did not speak, but filled out a green comment card indicating support for the proposed application.
7. Adam Pattesch, 208 Northeast Monroe Circle North, did not speak, but filled out a green comment card indicating support for the proposed application.
8. Mary Petzen, 701 Mirror Lake Drive North, did not speak, but filled out a green comment card indicating support for the proposed application.
9. Diane Drutowski, 701 Mirror Lake Drive North, spoke in support of the proposed application.
10. Cheryl Steimle, 750 Burlington Avenue North, spoke in support of the proposed application.
11. Manny Leto, 3302 North Ridge Avenue, spoke in support of the proposed application.
12. Emily Elwyn, 836 16th Avenue Northeast, spoke in support of the proposed application.
13. Will Conroy, 248 and 250 Mirror Lake Drive, spoke in opposition to the proposed application.
14. Debi Mazor, 750 Burlington Avenue, did not speak, but filled out a green card indicating support for the proposed application.

15. Robin Reed, 705 16th Avenue Northeast, did not speak, but filled out a green comment card indicating support for the proposed application.
16. Joseph Lockett, 750 Burlington Avenue, was not present during this portion of the meeting, but filled out a green comment card indicating support for the proposed application.

Cross Examination (50:16):

City Staff, Derek Kilborn, waived.

William Herrmann (Applicant): Derek, how many years have you had your position?

Derek Kilborn: 2013.

William Herrmann: Okay. Is it accurate to state you've done [inaudible] numerous historic districts in CPPC?

Derek Kilborn: I have served in the position of manager for the Urban Planning and Historic Preservation Division, which has processed a number of local historic [inaudible].

William Herrmann: Okay. Would you or your staff ever recommend an application for a local historic district that did not meet all the provisions of the code?

Derek Kilborn: I think the technical opinion of the Historic Preservation staff is reflected in the staff report that is prepared and published as part of any application that comes in.

William Herrmann: Okay. So, I would say...you're saying it complies with the code, is that correct? Based upon your...

Derek Kilborn: You're asking a specific question about this particular application?

William Herrmann: Yeah.

Derek Kilborn: We believe it meets the minimum threshold of criteria required.

William Herrmann: Thank you. The opponent raised a number of concerns about the return of the ballots. Does the staff still agree that a sufficient number of ballots in support were returned to warrant it being here in front of CPPC?

Derek Kilborn: Yes.

William Herrmann: Okay. The registered opponent questioned the balloting process. Have you altered any of the project, any of the ballots that were returned?

Derek Kilborn: [inaudible] – 51:58 audio mark.

William Herrmann: Yeah, I know, I just wanted to get that in there. Have you ever altered a ballot for or against a local historic district, which was once again out of his objections?

Derek Kilborn: We have not physically altered a ballot, no.

William Herrmann: Great. Finally, and I know this all sounds kind of foolish. It has been asserted that staff is bias, in favor of the local historic district. Have you or your team done anything to skew the results to ensure this district move forward?

Derek Kilborn: No, we have not.

William Herrmann: Great. Thank you.

Acting Chair Jeffrey: Okay, the registered opponent. Cross Examination, please.

Matt Weidner (Registered Opponent): Derek, I want to start with you, please. You have the application in front of you?

Derek Kilborn: Yes.

Matt Weidner: You know the code inside out, don't you, in historic designation? Mr. Chair, may I address Mr. Kilborn directly?

Acting Chair Jeffrey: Yes.

Matt Weidner: Thank you, sir. Mr. Kilborn, you know the third-party designation in your historic code inside and out, correct?

Derek Kilborn: I would say we're responsible for a lot of things, so to the extent that questions are asked, sometimes we consult the code to verify.

Matt Weidner: And...sometimes you may consult with your attorney, correct?

Derek Kilborn: Correct.

Matt Weidner: I focused a little bit on 16.030.070 and subsection it deals with legal description.

Derek Kilborn: Okay.

Matt Weidner: Could you show up on the screen there for the members, the judges, where the legal description in this application is?

Derek Kilborn: Okay, so...the registered opponent is asking a question about legal descriptions. In this particular case, when the application materials were initially provided to our office, they included individual parcel id numbers, which assigned a piece of property to a specific legal description. When it came to our attention that there was not a legal description, in long format, there was submission by the applicant to supplement their application with the long form legal description and that was submitted to our office on September 30th, it was appended to the application package.

Matt Weidner: Could you show that, sir?

Derek Kilborn: Yes, sir. If we could go to the overhead. So I have this in several parts. This is the parcel identification number, which is assigned to a specific site address and also gives us an assignment to a specific unit number, and then that material also included a long form legal description.

Matt Weidner: Objection. Council, he's making an assertion that that is a legal description. I think you have the duty to the panel to be very clear when a lay member is making a...

Heather Judd: Matt, I know you think that...Mr. Weidner, excuse me. This is for questions. Mr. Kilborn is answering your question and though you're sitting in Quasi-Judicial, there's not an objection, we're not under the formal rules of evidence. So, again, you may ask your question. Mr. Kilborn may answer your questions. I answer questions of the board when they ask it of me. If there is something egregiously out of process, saying we're going over time or it gets feisty, then I will step in. But in the moment, we are just doing our regular cross-examination.

Matt Weidner: Thank you. Mr. Kilborn, no version of any legal description was included when the application was accepted in June, correct?

Derek Kilborn: [inaudible]...that is correct.

Matt Weidner: Okay. I can find no provision in the code which allows an application to be submitted. In fact, and I'm reading from number 7, quote: "The POD should not accept an application that does not meet this requirement." Now, just a few minutes ago, you admitted that the application did not include legal description, correct?

Derek Kilborn: We received an application with parcel id numbers.

Matt Weidner: Sir, please answer the question directly. Just a few minutes ago, you admitted that when the application was submitted, it did not have a legal description, yes or no?

Derek Kilborn: The legal description, correct.

Matt Weidner: Thank you. So, in violation of your own duties, in violation of the code, which again, I'll quote, "The POD", that's you, Person Officially Designated, right? It says you quote "should not accept an application that does not meet this requirement" agreed?

Derek Kilborn: That is what the code says, yes.

Matt Weidner: But in fact you violated the code because you accepted an application that does not include a legal description, correct?

Derek Kilborn: We're in cross, I have an explanation for that.

Matt Weidner: I'm asking a direct question, so answer the question.

Derek Kilborn: Restate the question, please.

Matt Weidner: The question is you in fact accepted an application, which is in violation of the code. You admit that, correct.

Derek Kilborn: It did not have long form legal description, that is correct.

Matt Weidner: Okay, so there is no procedure in the code which allows you...and if I'm missing something, please point to where I'm missing something. Please point to where you can deviate from the law that you are obligated to act under.

Derek Kilborn: For us, we do provide assistance to the public in all actions that are taken when requested. In this case, through our GIS data collection, we had opportunities to pull large amounts of data with a single click...

Matt Weidner: Non-responsive. Then, let's talk about the other request that I made. I asked for legal descriptions of all of the other historic districts...and if I may, may I cross here, Chair? What I wanna do is I want to make sure that this panel [*inaudible at 59:11 audio mark*]. I want to make sure the panel understands how important this issue of legal description is.

Heather Judd: We have to keep those.

Matt Weidner: That's fine. Yeah, I want them entered into the record, because I asked...

Acting Chair Jeffrey: Time is up.

Matt Weidner: Okay. Alright, so now I want to question Mr. Herrmann. But, but again, can we...

Acting Chair Jeffrey: You only have five (5) minutes total.

Matt Weidner: Can we get into this question of the legal description?

Acting Chair Jeffrey: No. Everyone gets their allotted time.

Katherine Connell: You have closing.

Acting Chair Jeffrey: Yes, you do have closing. Hold on just a second, if I could...can I just ask for the record, Ms. Winn, did we pause the time period when we were...? Okay. Very good. With this, we're going to go into the rebuttal section, and the rebuttal for the City Administration first, followed by the applicant, followed by the registered opponent.

Rebuttal/Closing Remarks (1:00:06):

Derek Kilborn: I'll go first, I'll kind of work backwards. With the GIS technology that we have, it is very simple for us to click a button and pull large amounts of data. In this particular case, the applicants provided a complete list of parcel id numbers, which is specific to every tax parcel within the proposed district. We accepted the parcel id number list as the identifying marker for all tax parcels included within the district. We then, based on that, were able to pull long form legal descriptions into an Excel table, which we then have on file, in the application folder. Now, what was just handed to me were completed ordinance documents. We're not at the point of having a formal ordinance document yet. That ordinance document is prepared for City Council. That addresses the legal description. One of the other speakers already addressed the issue with dates of construction. When you go onto the application packet, starting on page 34, there is a long list of all individual properties and for most of those, it is identified dates of construction. That is also cross-checked against the National Register listing, the National Register listing. In order to be recorded, also includes construction dates. We have that data already on file. The balloting process transparency. Our code used to require an open-ended signature process. You basically walked

around your neighborhood, you collected signatures, and that was good enough for the code. I was asked about my tenure as manager. I didn't like that process. It was open-ended, there was no deadline, there was no security or transparency. Anybody could have signed that form and there was no way for us to go back and check it. When we updated the ordinance in 2015, it was very important for me to create a process that had some controls in place, some checks and balances for us to go back and make sure that the person voting is in fact the one that we are receiving information from. We devised the balloting process. It is not to designate something. The ballot process is to simply initiate the consideration of an application. In this particular case, if you don't want somebody to see how you're voting or what your opinion is, don't respond to the ballot process. If you don't respond to the ballot process, no vote is recorded, however, in the final tabulation, a non-response is considered a "no" vote. You do not have to respond to the balloting process. It is strictly voluntary and only to consider initiating the process. Fourth, communication behind the scenes, I've been at this for a while. I know how transparent our process is required to be. Everything we do is wide-open for inspection; emails, meetings, everything is open. The registered opponent has made multiple public records requests. He's completely aware of all the correspondence and communications that we've been engaged in. We referred to this process as Kafkaesque. Sometimes that is referring to bureaucratic confusion. In this case, we knew that was going to be an issue. We created a dedicated website just for this issue. We created an 8-page Frequently Asked Questions sheet that pre-dated the Public Information meeting. It was updated after the Public Information meeting to insert additional questions that were not originally in there but came up in the inquiry. For us, we consistently tried to clarify the information. If anybody has questions, they can call our office, and we'll schedule a meeting. That's what we do. There are people who spoke here today, opposed to the application, but called our office, had meetings, or just had conversations trying to get answers to their questions. Finally, I will close by saying that we received this inquiry from the residents, we performed the technical analysis and provided you a recommendation, or a finding, that it met the minimum criteria necessary, which is why we made the recommendation that we did.

Acting Chair Jeffrey: Thank you.

Heather Judd: Chair, I think there might be an error on your role sheet, pursuant to your procedures. The applicant gets the last word, so our next rebuttal/closing will be from the registered opponent, Mr. Weidner, if he has one to make.

Acting Chair Jeffrey: Okay. Please step up to the microphone.

Matt Weidner: 30 years of practicing the law, when you ask a question, you intend – you rely upon a direct answer. I started off by thanking you folks for what you do and asking you to preserve fidelity to the law. This issue of legal description is essential. When you look at the code, you look at the code and read it carefully. There are "shalls" in there. The "shall" says the applicant shall include a legal description. I tried to ask the question, get a direct answer to it, but Derek wouldn't answer. That has got to weigh on some of you. I wish that he would have published what I wanted to show you, which is the legal descriptions for every single other historic district in this city, which in fact are legal descriptions. Hope Council would weigh in. I wish your attorney would ask you to take a careful look at what a legal description is. On that point alone, you have to say, we may like this, we have a duty as a judge to follow the law. The law black and white says legal

description. The law black and white says, legal description, the POD shall not accept an application when it's not complete, when it does not fulfill the requirements. By his own admission, it did not. I want to raise another procedural objection that just sort of comes up in the mix of this Council, and I'll ask you to think about this as well. What application are we here on? There was in fact an application that was submitted in June, I think it was, and bluntly when I was getting ready for this, I didn't quite catch it, but something struck me out of the corner of my eye. That is when an application is submitted, there is usually a date stamp on it and there's a finality to it and there's one application. But I did notice that some of the pagination was off on the digital thing, and I want to raise an objection to the fact that the ordinance is very clear that the POD must accept a completed application and then the ordinance follows that when it gets sent before CPPC and then before City Council. As we go down this pathway, there's nowhere in the ordinance that allows amendments or changes. The application has to be fixed in stone. Further, it's not...it's changed, by his own admission now. Apparently, we're not here on the application that was submitted, we're here on some amended application. I don't know how that was published, I don't know how that was shared with the opponents or the registered opponents or residents, but the code makes no provision for an amended application. It's either the application that's submitted or it's not, by his own admission it got an amended one. Your testimony about balloting, they haven't explained to you that the ballots are wrong. Hadn't given me the opportunity to explain to you that for reasons which make no sense whatsoever, I received six (6) ballots. Because of a fundamental error in how Mr. Kilborn counts owners of property, these are my original letters right here, six of them. If there's such finality to this process and the ballots, then I shouldn't have six ballots in my hand, but I have six ballots in my hand because staff, the POD made a gross legal error in how they counted who should receive ballots. There are property owners that have remainder interests, and that's someone who...you know, mom has a house, and she leaves it to you, it's remainder.

Heather Judd: No, no, no, Mr.

William Herrmann: *[inaudible]*

Heather Judd: Mr. Herrmann, we're done with cross anyway. Can you pause the timer, Iris?

Iris Winn: Paused.

William Herrmann: *[inaudible]*

Heather Judd: He's in closing.

William Herrmann: He's bringing in new information.

Heather Judd: He can say whatever he wants in his closing, yes sir. Please sit down, Mr. Herrmann.

Matt Weidner: This is an issue that, again, you folks have to cross a threshold and ask whether they've met procedural requirements. One of the huge procedural requirements that it make, Council asks you to think about this as well, is there's no evidence of the ballots. Before you can even determine whether or not you should cause this to be advanced, the procedural requirements require staff and the applicant to introduce evidence and Mr. Herrmann's right to a certain extent. That portion has closed and there is exactly zero evidence before this panel of ballots that have been received in support of this that would move us to the next threshold. That's a procedural error that they have committed. It's a procedural error that prevents you from moving forward on this because again, your requirements are that the evidence in support must be submitted. It wasn't submitted.

Acting Chair Jeffrey: Thank you. Okay, with that, we're going to go into Executive...or I'm sorry.

Heather Judd: Nope.

Acting Chair Jeffrey: Yes, we're going...I'm reading off the agenda, my apologies. The applicant, please.

William Herrmann: Let me start with very sincere thanks. Every time I come up here, I marvel at you people that you have the patience of [*inaudible*] to sit up here, take all this in and make a good decision. As a citizen, as the Advocacy Chair of Preserve the 'Burg, as representing the people of Mirror Lake, thank you very much for doing it. That was the good part. I vehemently object to the registered opponent bringing in new information in his closing, laying it on the table and me not having an opportunity to cross examine it. With all due respect to Ms. Judd, I think you're wrong on that. Today you've heard overwhelming community support. Of the hundred and thirty emails that were received a hundred and twenty-seven are in support. Only one person who lives inside the district wrote an objection. The ballots, 89% of the people voted in favor of it. And, no, there weren't multiple ballots despite what someone would like you to hear. In any other election, 89% on any side of the...of a decision would be considered an absolute mandate from the electorate. You have before you a staff report that provides substantial competent evidence that this application meets the standards provided in the code. We know it meets 6 ½, and yes, I still want that ½...of the nine criteria test one, six out of the seven in test two, okay. You've heard from Ms. Elwyn, a competent professional preservationist about how it meets the standards for test one and for Place Economics Study. You've heard all this competent professional information. The objection you've heard, I'm not an attorney...I know the law fairly well, but I'm not an attorney. I'll go back to my undergraduate professor said in 1974 when I was in his business law class. "Mr. Herrmann, your objection doesn't meet the straight-face test". I respectfully submit to you that the objection about the property descriptions not being there does not meet the straight-face test. The parcel id is there, the address, the full folio number is there and in the subsequent addendum, it was added on. The objection raised, as my professor would say, doesn't meet the straight-face test. Either way, I go back, I respectfully bring us back to the rules of the CPPC. It should be based upon the appropriate code. All this other stuff is just side noise. The legality of it, with all respect, Mr..., the other Will's objection, I'm sorry, I forgot your name sir. The other objection, those are all side shows. Your narrow focus is, does it meet those standards? Does it meet the nine questions? Does it meet the seven questions, test one and test two, that's your focus. For those reasons, I respectfully request that you approve this and move it forward to City Council. Thank you.

Acting Chair Jeffrey: Thank you, and with that we will go into Executive Session.

Executive Session (1:14:46):

Commissioner Magnello: I'll start it off. That was a long one. On both sides, we're sitting up here because we know what our job duties are. I'd say for future, you can leave that part out of it. We understand what our duties and responsibilities are, that's why we took the position, so thank you very much for reminding us. But also, I see in the room here a lot of people for this. The information in front of us, I see a lot of people for this, and from the opponents that I've heard from today, it's really just been technical accusations, which I understand you have a reason to say that. I still haven't heard a reason besides this, again, technical accusations, and again, I'm not going to get into that stuff, because I'm not an attorney, I'm an architect, right? I'm just here listening to the residents and I'm speaking to you all. I haven't really heard, beyond the technicality, again, an accusation, of any reason to oppose this. There is information in front of us with ballots surpassing what is required, there's people in the room surpassing what is required, so the information we've heard today pretty much solidifies it for me. I just wanted to say that.

Acting Chair Jeffrey: Other comments, questions?

Commissioner Michaels: I would like to give our Council here an opportunity to make any input you think appropriate for the commission to have regarding the procedural issues that have been raised.

Heather Judd: I'd be happy to, Commissioner Michaels. I'm just trying to stop leaking here a little bit, so excuse me. I guess the first would be the issue of the legal descriptions. Just to be clear, I know that Mr. Kilborn was using short form, long form, but if you look on the Property Appraiser's website, it has different sections for different things; side address, mailing address, and then legal description, and that legal description under the law can be a few things. It can be a metes and bounds or it can be simply your subdivision name and your lot and block number. The Pinellas County Property Appraisers' list that legal description as the latter, which is a subdivision name, in this case, for Mirror Lake a lot of it is a Chadwick's subdivision. Then you have your block or lot number. There doesn't have to be a block, it could only be a lot. Mr. Weidner was correct that the code requires that for an application to be heard by this board and accepted, scheduled, that it requires a legal description. When we look for legal description, we will look for that. I was asked by staff whether or not...what, if we had this, and I said, it absolutely has to be there. If it's not in there, it does not go, because then it's not a complete application. There are time limits for this board. We were originally scheduled, as you know we did not have our first meeting because we did not have a quorum at that time due to conflicts and absences. Also, again, Mr. Weidner stated that that issue could be fixed before City Council. If you decided not to go with it today, and I...he can shake his head at me if he's not, but I believe that's what he said.

Matt Weidner: *[inaudible – 1:18:17]*

Acting Chair Jeffrey: Okay...

Heather Judd: I heard that we would...it would be something that we would fix before City

Council, but maybe I misheard. In that issue that maybe one good came out of the storms and the other delays is that this public hearing was delayed. It was not begun and continued, it was rescheduled and delayed. If at the time we were scheduled this matter had been processed and we looked and there was no legal description, I would have said absolutely, this board should not hear an incomplete application. The applicant was made aware by Mr. Weidner's filing, I would presume, that there was no... I would say legal description and they supplemented their application. We allow applicants, registered opponents and members of the public to supplement items to the board all the time. For this commission, for DRC, and for City Council. Now, even you can see there's materials that have been sat on your desk today for other cases, we do accept that. We make that public. It is put on the thing. As Mr. Kilborn said, that was turned in, I believe sometime in September. Anything that was received was added to the City's website, but yes, I instructed the Department that we would require a legal description as part of a completed application and a complete application is required to be heard before this board. Another issue was changing of applications, and I want to be clear that there was some differentiation between Mr. Kilborn and staff's recommendation on contributing versus non-contributing and potentially the boundary and what was presented by the applicant. That is also allowed. In that case, the applicant, we take the applicants, which is the more broad, because this board can make a recommendation for a less restrictive or a smaller district. By that, I mean, you can decide that something that the applicant would like to be marked as a contributing property be a non-contributing because that would be less burdensome. This board and City Council cannot make something more burdensome; they can't flip a non-contributing to a contributing or make a district wider. That's because we need to notify anyone who may be involved of the potential of the highest form. We can get smaller, not bigger, and that's one of the considerations that you will need to make today, is whether or not we are going to go with that contributing structure for the Sunshine Center, I believe that's the one difference, or not. Any other considerations on any other properties that you may want to make a recommendation to Council. Finally, I'll remind this board that this is not a final decision. Whether or not you vote 'yes' or 'no', this is a recommendation, and it will go on to City Council with all the materials and all of your comments in the minutes. If there's any other questions, I would be happy to answer them.

Commissioner Michaels: Well, thank you. That addresses my questions regarding procedural aspect of the presentation to us here today. That then loops us back into the criteria that the commission traditionally considers with respect to these special district, historic district applications. What I'm seeing here is that this particular application does address all of the requirements. It meets the 50-year threshold that little footnote there on the Sunshine Center but leave that aside for now. Regarding the criteria for historic significance, it's meeting six of the nine criteria there with only one criterion needs to be met. Regarding the historic integrity, a criteria we need to consider, it's meeting six of the seven criteria there, and with respect to the ballot support, there was 89% support. I'm seeing that as being overwhelming reason to approve this application. Going beyond that, just speaking here with my historian's hat on, I was involved, many years ago in the landmarking of the Detroit Hotel, the first structure in St. Petersburg, back in the late 1800s and it is a landmark building presently. At that time, one of the concepts that we talked about was that not only was this a first building within the city that had association there with the founders, General Williams and Peter Demens, and Sarah Williams, and others, but it was also the social center, the early social, cultural center of the city.

We move on a few years later and we come to Mirror Lake. Mirror Lake in many regards is ten times the historic, local historic importance of the Detroit Hotel. Not only is it a social center, it's a spiritual center. We have the churches there. It's an educational center. We have the schools there, it's recreational, lawn bowling, the shuffleboard, oldest club in the world. We've got intellectual history there, the Lyceum, you know, you name it – who came through there over the years to share their thoughts on the day and life. The Coliseum, same there, it's a government center. I just see this as being extremely important to recognize...we also had this particular historic neighborhood touched by our amazing environmentalist, Katherine Bell Tippetts. Remember that back in the day, when this neighborhood was first developed, Mirror Lake was called Reservoir Lake. Reservoir Lake...it did make sense, it provided water to the city, it also provided water to the Spanish American soldiers during the Spanish American war, but Katherine Bell Tippetts said, "...This deserves an aesthetic touch here, it's not just providing a function for the city" and it was renamed at that time Mirror Lake, and I think that was a tremendous gesture on her part. I think we need to follow in that tradition by not only christening this neighborhood with a name that fits, which has already been done, but with recognizing the history of it, and I strongly support this application.

Acting Chair Jeffrey: Other comments, thoughts? Hearing none, I'd just like to add to Dr. Michaels comments. I think one of the things that I find so unique in St. Pete is that Mirror Lake was the living room. We had all these small, little, tiny apartment buildings where people would come basically to sleep, but it was the sidewalks on Central, it was Mirror Lake, the recreation facilities where people came together. Most cities don't have things like that, so I think this is really, critically important. As to the criteria we need to look at, I completely agree also with Dr. Michaels, that it meets many of the criteria, not just one, in both cases and I find it a very valuable part of our community. With that, do we have any further discussion or a motion?

Commissioner Michaels: I'll move approval of the request to designate the Mirror Lake Historic District as a Local Historic District, thereby referring the application to City Council for First Reading and Second Reading with Public Hearing.

Acting Chair Jeffrey: And do we have a second?

Commissioner Magnello: I'll second.

Acting Chair Jeffrey: Okay, and I think Mr. Kilborn...

Derek Kilborn: Chair, thank you. I just want to clarify one question was asked during cross-examination. It was not the intention behind the question, but it is a technical nuisance. I was asked if we had physically altered any ballots. I said 'no.' We have to date stamp every ballot as it is received, so the technical nuisance is we did in fact date stamp every ballot, which I guess is an alteration, but not in the sense that the question was originally intended, so I wanted to clarify that for you.

Acting Chair Jeffrey: Thank you for that clarification. Any further discussion? If not...

Commissioner Carrasco: I have a quick question. It's more for the applicants or whoever is speaking on behalf of the applicants. Heard a lot about maintaining Mirror Lake as being special and unique. Has...have the applicants and the residents, and property owners done their due diligence to understand the ramifications of being a part of a historic district when it comes to what we mostly see here, which is review of Certificates of Appropriateness for renovations, replacing roofs, windows, exterior renovations...

William Herrmann: We've had...

Commissioner Carrasco: ...fences, things of that nature?

William Herrmann: Preserve the 'Burg has had those conversations, and I'll just turn back [inaudible – 1:28:40]. Have we had those? Yes. Of course, the upside of that is also that some of these properties will become eligible for TDRs.

Acting Chair Jeffrey: If I could just add to that...part of the process is to have a public meeting that discusses those very criteria as part of the city's process.

William Herrmann: Member Carrasco, I live in the Flori de Leon, trust me, I understand the COA, and I understand the need to comply. We had that conversation.

Acting Chair Jeffrey: Thank you. We're in Executive Session, we're going to go back to any more questions, comments? And if not, let's have roll call.

Derek Kilborn: Chair? Chair...one other point. A question. We have a motion for approval. There were two parcels that had different recommendations in the package, so we just need to know which...the motion is including for each of those pieces.

Acting Chair Jeffrey: Let me ask that question to legal, because what I heard is we can't expand, but because there two in there, can we?

Heather Judd: The application as presented by the applicants includes Mirror Lake...or not, excuse me, the Sunshine Center as a contributing structure and it has a different day of significance to include that. The staff recommendation is that the Mirror...sorry, that the Sunshine Center be included in the district, but as a non-contributing structure. You can recommend the application as presented, which I believe that is what's what the motion would be. Then that would go on to City Council, and they can make that final decision of whether to do that or you can have a motion that specifically saying one way or another, whether you would like it included or not included.

Acting Chair Jeffrey: I'll ask Dr. Michaels what his preference is since he made the original motion.

Commissioner Michaels: Having spent half my life at the Sunshine Center, my preference would be to include it. Why don't...can we...can we just take a vote on that – including it or not and then address the total package?

Heather Judd: I don't think you need to, but you can. There's a motion and a second right now, so we would have to table that and come back to it and then do that separate motion. I don't think it's necessary as you're voting to move the recommendation and the application to Council.

Acting Chair Jeffrey: I'd like to chime in on that. I thought we were restricted in doing so, but I do feel confident that because of ...and again, like Dr. Michaels, spending a heck of a lot of time there over the years and all the city functions and addressing our elderly residents, I do think it meets the cultural criteria that would make it eligible, even though it's just shy of the 50-year-old date.

Heather Judd: And I would just remind the commission that all of your comments are recorded into the minutes, which go to the packet to City Council so that they will be able to see your discussion on this particular point.

Acting Chair Jeffrey: Thank you.

Commissioner Michaels: So, the motion then includes the Sunshine Center as a contributing property?

Acting Chair Jeffrey: Yes.

Commissioner Drake: I actually have a question for clarification. If we move the local historic designation forward today, at such point in two years when the Sunshine Center does meet eligibility criteria, it can be designated a contributing structure?

Derek Kilborn: Yes. In order to do that, we have to reopen consideration of the local historic district. There would have to be a consideration made at that time. Is there interest in reopening it for that consideration or not? On the subject of the building itself, the way that the staff report has been setup is the entire parcel and all of the buildings on it is what was submitted as contributing. Staff is recommending something that is not as high-level contributing by going to a non-contributing recommendation, it's a reduction in the expectations of the changes that are made to the building. The way that the staff report was set up, on page 10 and 11, you'll see that there's a description for the parcel, but the Senior Center Building is not itemized as one of the buildings on the contributing parcel. Because it is not included there from the staff's review, that is a way to handle it is the parcel itself would be contributing, but the building by not being specifically itemized would be considered a non-contributing structure on the parcel, the larger parcel. Just as a reminder, that's one parcel, there is a second parcel to consider as well, that's not part of the Senior Center complex. Just so everybody knows, I think everybody knows, but that's this parcel here, is what we're talking about. The Senior Center Building is down in this corner. The second parcel here that we discussed is this piece right here. What you're seeing is the application that was submitted to us. Staff's recommendation for this parcel because it is a surface parking lot and some just kind of general open space, we have identified in our recommendation, that parcel as well – as non-contributing.

Acting Chair Jeffrey: Okay, are we all clear on what the motion is? Are we ready for roll call?

Iris Winn: Yes, Chair.

Motion #1: Commissioner Michaels moved approval of the request to designate the Mirror Lake Historic District as a Local Historic District, thereby referring the application to City Council for First Reading and Second Reading with Public Hearing.

Commissioner Magnello, Second.

Roll Call (1:34:49):

YES – 5 – Jeffrey, Carrasco, Magnello, Michaels, Drake.

NO – 0 – None.

CONFLICTS – 3 – Wannemacher, Gardner, Nelson.

Motion approved by a unanimous vote of the Commission.

VII. UPDATES AND ANNOUNCEMENTS

VIII. ADJOURNMENT at 8:36 P.M.

APPENDIX A: PUBLIC INFORMATION MEETING NOTICE

January 10, 2024



INFORMATION MEETING

POTENTIAL DESIGNATION OF A LOCAL HISTORIC DISTRICT AT MIRROR LAKE

REQUEST:	<p>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.</p> <p>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.</p>
FILE NO:	23-90300003
FILE NAME:	Mirror Lake Local Historic District
DATE:	Wednesday, January 10, 2024
TIME:	6:30 p.m.
PLACE:	Sunshine Senior Center, 330 5 th St N, St. Petersburg, FL 33701
MORE INFO:	<p>For procedural questions and to register your email address for future updates: Urban Planning & Preservation Division history@stpete.org (727) 551-3259</p> <p>Citizen applicants: Drexey Smith Rita Sewell Diane Drutowski Kristin Allukian</p>

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.

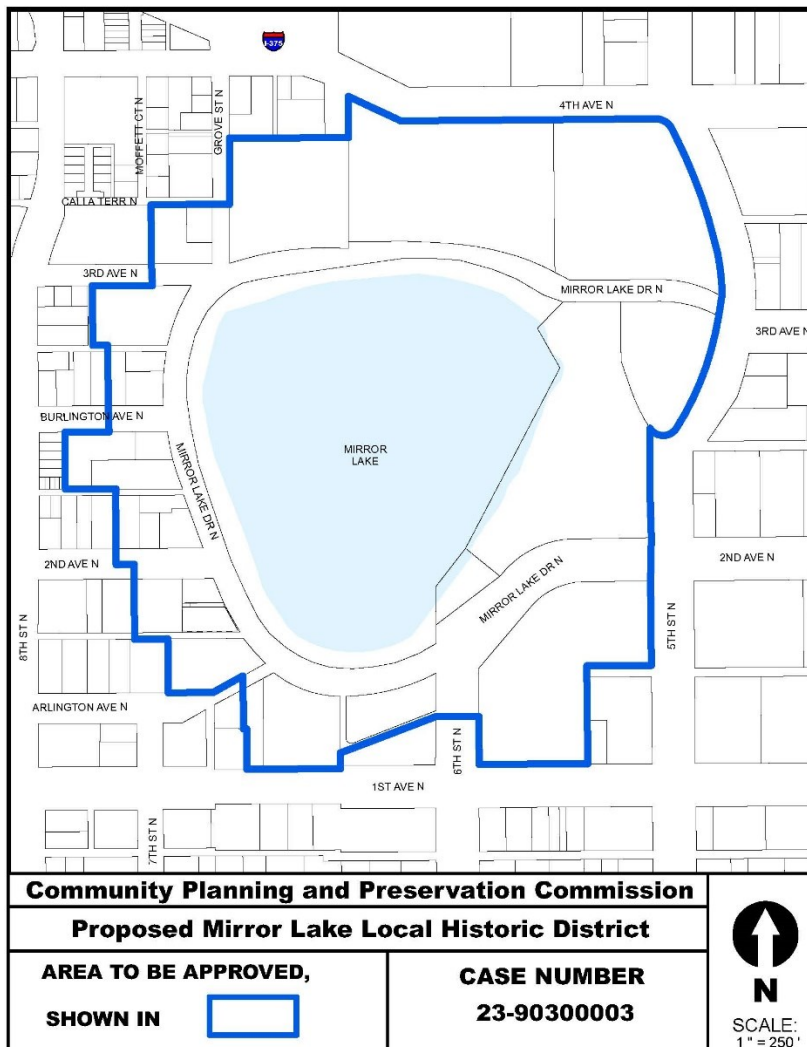
Balloting. Following the public information meeting, ballots will be issued by direct mail to all registered owners of property within the proposed designation boundary. The issuance of ballots must occur no less than 15-days and no more than 90-days after the public information meeting. The balloting 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 4th Street North, St. Petersburg, Florida, 33701. Telephone (727) 551-3259 or email history@stpete.org.

For more information:
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
8th Floor of the Municipal Services Center
One Fourth Street North
St. Petersburg, FL 33701

Date Stamp



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
					BROSS, CHARLES E TRE	750	BURLINGTON AVE N	# 4Q	193117481700040170	RESIDENTIAL/MULTI-FAMILY
		Support	April 2, 2024	US Mail	VAN MESSEL, CHERYL D TRE	750	BURLINGTON AVE N	# 4Q	193117481700040170	RESIDENTIAL/MULTI-FAMILY
38	Support	Support	April 5, 2024	US Mail	DREKEY, WILE SMITH TRUST	750	BURLINGTON AVE N	# 5A	193117481700050010	RESIDENTIAL/MULTI-FAMILY
					SMITH, DREKEY 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		193117147060000080	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
131					MIRKIN, BARRY B TRE	701	MIRROR LAKE DR N	# 315	193117803290003150	RESIDENTIAL/MULTI-FAMILY
					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	VRANICA, 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

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

APPENDIX D: APPLICATION

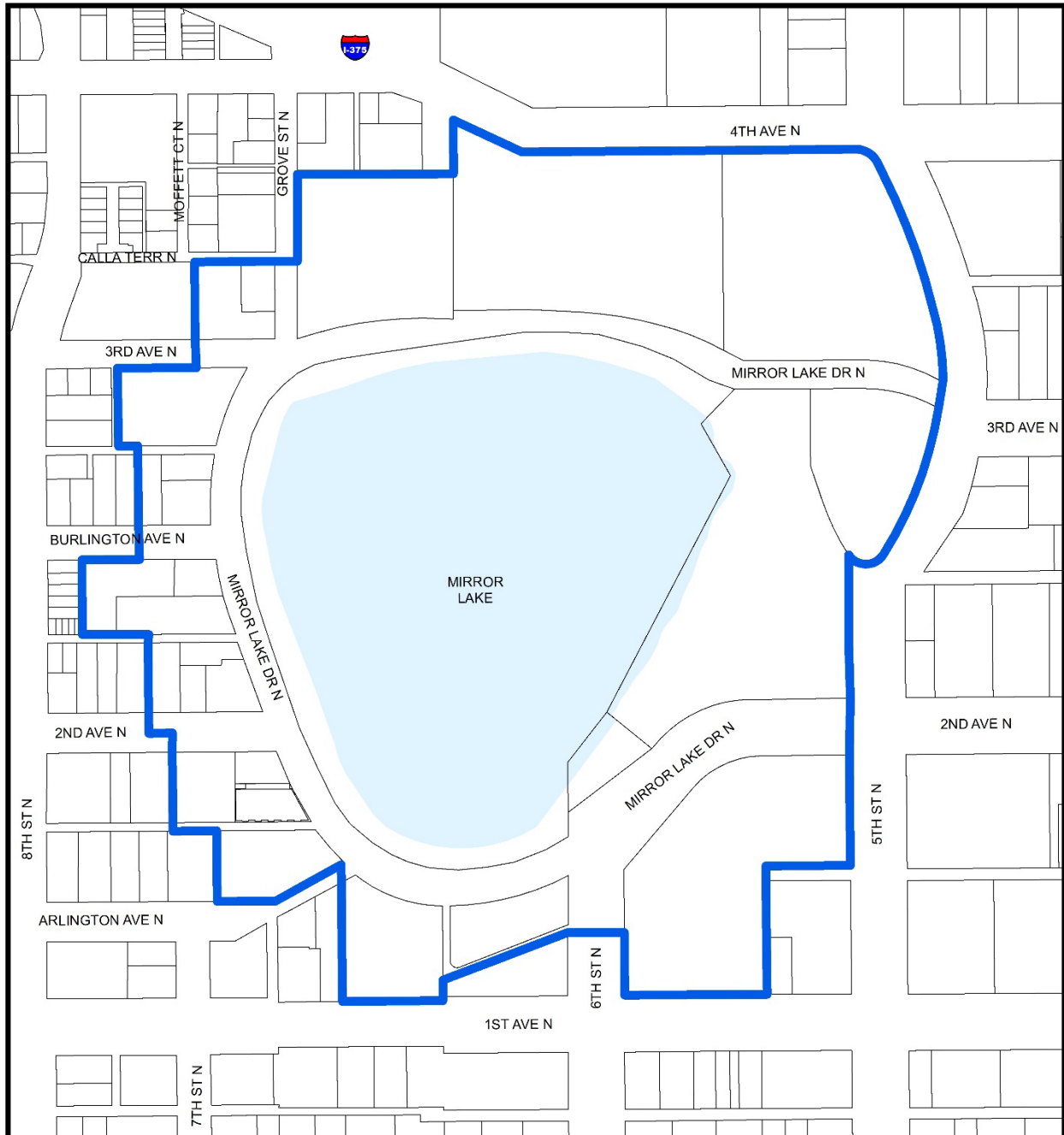
Short URL:

<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 the following categories:

1. Registered Opponent – Matt Weidner Submission
2. Public Comments Received on or before September 3, 2024
3. Public Comments Received September 4 – October 1, 2024
4. Public Comments Received After October 1, 2024

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

Short URL:

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

QR Code:



SPECIAL NOTE: This page was updated on November 21, 2024, *after* the CPPC Public Hearing. Due to changes in the public hearing schedule, public comments were organized into categories by the date received thereby allowing stakeholders to follow the progress of public comments received. The purpose of this update is to synchronize the category names with the linked sub-folder titles. Archived video of the CPPC public hearing stpete.org/tv.

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:

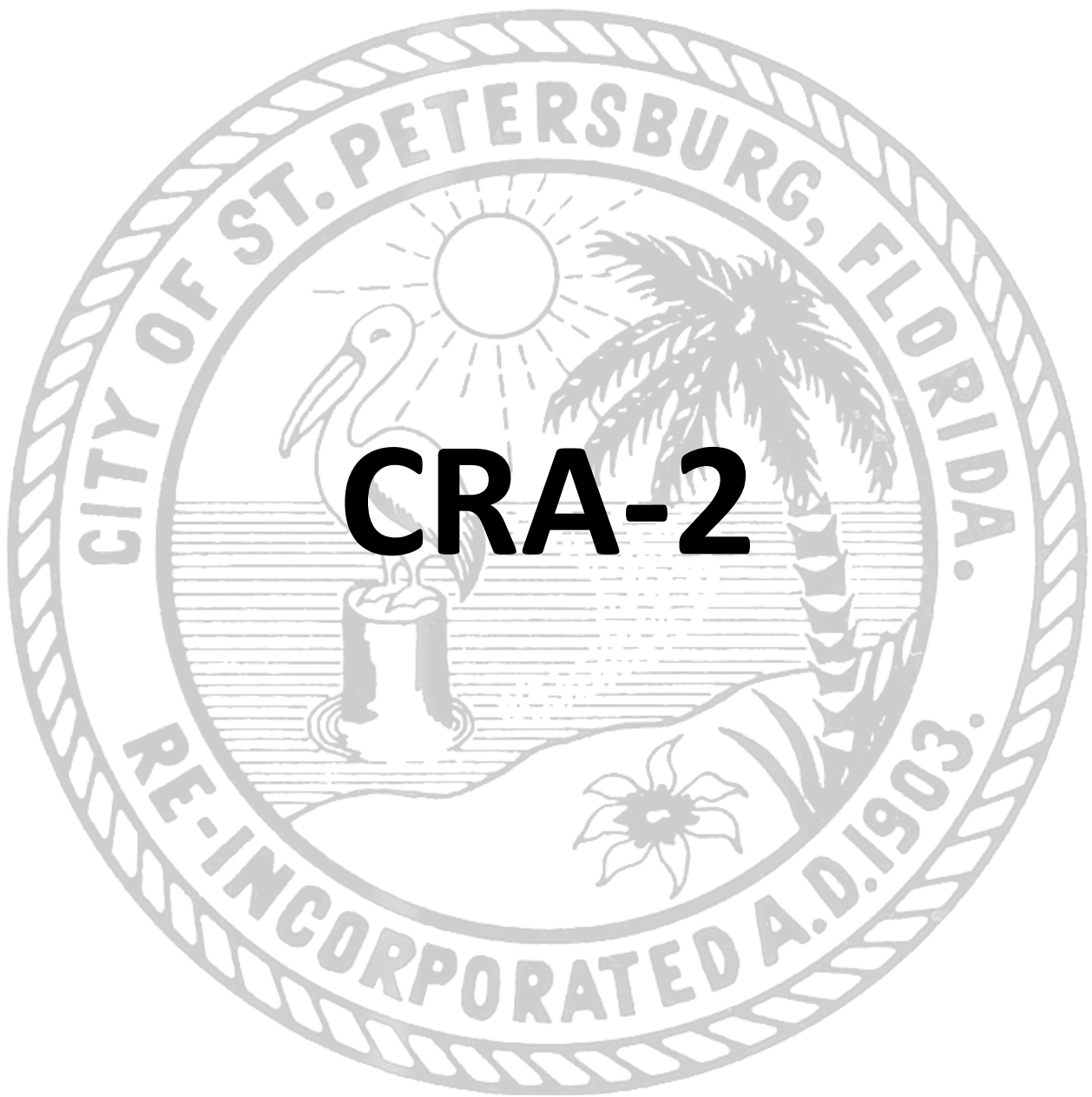
- a. 1 – Cover Letter of Opposition
- b. 2 – Supplemental Submitted on 9.6.24
- c. 3 – Supplemental Submitted on 11.12.24
- d. AlteredBallots
- e. AmendedComplaint
- f. CommitteeAnalysis2023s00718.rc
- g. Counties—landowner consent for zoning changes_My Florida Legal
- h. CPPC Rules of Procedure.ADA complaint with report
- i. DriftwoodAppealOrder
- j. MirrorLakeCondoCombined docs

2. Public Comments Received on or before September 3, 2024

3. Public Comments Received September 4 – September 10, 2024

SPECIAL NOTE: This page was updated on November 21, 2024, *after* the CPPC Public Hearing. The purpose of this update is to add a supplemental submitted by the Registered Opponent at the public hearing and synchronize the category names with the linked sub-folder titles. Archived video of the CPPC public hearing stpete.org/tv.

The following page(s) contain the backup material for Agenda Item: Approving a resolution recommending that the St. Petersburg City Council approve amendments to the South St. Petersburg CRA "Affordable Single-Family Residential Faade Improvement Program."
Please scroll down to view the backup material.



CRA-2



Community Redevelopment Agency
December 12th, 2024 Meeting

City File: SSPCRP-2024-7

Request

Approving a resolution recommending that the St. Petersburg City Council approve the following amendments to the South St. Petersburg CRA “Affordable Single-Family Residential Façade Improvement Program.”

Recommendation

The St. Petersburg Community Redevelopment Agency recommends that City Council:

- **APPROVE** an increase of the maximum award of assistance to homeowners from \$10,000 to \$15,000.
- Clarify program procedures and eligibility requirements; and expand on how applications will be prioritized if demand exceeds available funding for the program.
- Expand the list of eligible projects to include (1) repair, replacement, and addition of exterior lighting for safety, (2) sidewalk and driveway repair for health and safety, and (3) repair or replacement of awnings and gutters.
- **FIND** that the expenditure of TIF funds for the proposed is consistent with both the intent of the South St. Petersburg Community Redevelopment Plan and the CRA’s “Affordable Single-Family Residential Façade Improvement Program”.

Background on South St. Petersburg CRA TIF Programs

The St. Petersburg City Council approved a Community Redevelopment Plan (Plan) for the South St. Petersburg Community Redevelopment Area (CRA) on May 21, 2015. This plan also created a tax increment financing district and redevelopment trust fund for the entire 7.4-square-mile area of South St. Petersburg CRA (Ord. #169-H). One of the primary goals of the South St. Petersburg Plan is to utilize the revenues generated from the South St. Petersburg tax increment financing district to provide direct support for private investment in the redevelopment of residential and non-residential properties. This assistance will be provided through grants, loans, property tax abatements, or other financing options, which will help attract capital from various sources.

Before funding projects and programs within the South St. Petersburg CRA with tax increment revenue, the Plan requires administrative procedures to be prepared for each tax increment financing program. The South St. Petersburg Citizen Advisory Committee and the St. Petersburg Community Redevelopment Agency shall review and make recommendations on these programs to the City Council before approval. In addition, Pinellas County staff must review and comment on programs that contemplate the use of Pinellas County tax increment revenue.

Affordable Single-Family Residential Façade Improvement Program Description

The City Council approved six new programs and eight amendments to existing TIF programs on December 6, 2018, to finance investments in the Community Redevelopment Area (CRA). The Housing and Community Development Department of the City currently oversees direct financial assistance programs that are funded by the CRA, which supports affordable homeownership for income-eligible households in the South St. Petersburg community. The **"Affordable Single-Family Residential Façade Improvement Program"** provides CRA funding to income-eligible owner-occupants of single-family homes to upgrade and refresh the exterior of their properties to provide a positive visual impact on the neighborhood and encourage surrounding property owners to maintain their properties. For this program, "income-eligible" is defined as households whose income is 80 percent and below the area median income (AMI).

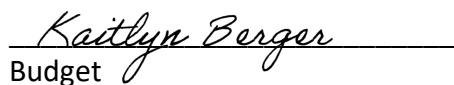
Recommendation

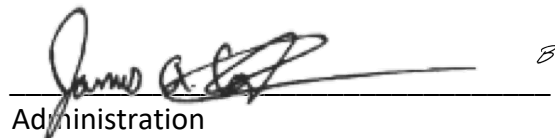
City Administration recommends approving amendments to the South St. Petersburg CRA "Affordable Single Family Residential Façade Improvement Program".

Cost/Funding/Assessment Information

The action in this item does not have any budgetary impact or costs associated with it. Any future changes in the funding to the programs will be brought forward for agency approval.

ATTACHMENTS: Resolution
Exhibit 1-Program Description


Budget

 BC
Administration

Resolution No. 2024 - _____

A RESOLUTION BY THE ST. PETERSBURG COMMUNITY REDEVELOPMENT AGENCY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVE AMENDMENTS TO THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA “AFFORDABLE SINGLE-FAMILY RESIDENTIAL FAÇADE IMPROVEMENT PROGRAM” TO INCREASE THE FUNDING MAXIMUM FROM \$10,000 TO \$15,000, EXPAND THE LIST OF ELIGIBLE PROJECTS, AND CLARIFY PROGRAM PROCEDURES (**SEE ATTACHED EXHIBIT 2**); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg City Council approved a Community Redevelopment Plan (“Plan”) for the South St. Petersburg Community Redevelopment Area (“CRA”) on May 21, 2015 (Ord. #169-H), which included establishment of a tax increment financing district and redevelopment trust fund for the entire 7.4-sq.mi. South St. Petersburg CRA; and

WHEREAS, a major strategy of the Plan is to direct the vast majority of revenues generated from the South St. Petersburg tax increment financing district to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, property tax abatements or other vehicles that help leverage capital from diverse sources; and

WHEREAS, on December 6, 2018, City Council approved the Affordable Single-Family Residential Façade Improvement Program via Resolution 2018-613, which provides CRA funding to income-eligible owner-occupants of single-family homes to upgrade and refresh the exterior of their properties to provide a positive visual impact on the neighborhood and encourage surrounding property owners to maintain their properties; and

WHEREAS, the Affordable Single-Family Residential Façade Improvement Program is limited to households whose income is 80% and below the area median household income; and

WHEREAS, on March 24, 2022, City Council approved amendments to the Affordable Single-Family Residential Façade Improvement Program via Resolution 2022-146 to increase the funding maximum from \$8,000 to \$10,000, allow improvements to detached secondary and accessory dwelling units, allow funding for improvements to all elevations instead of limiting funding to improvements on the principal elevation, and allow City Administration to administratively amend Attachment 1 of Exhibit 1 related to income limits on households for the program to account for annual revisions made to these limits by the Florida Housing Finance

Corporation; and

WHEREAS, Administration desires to increase the current maximum award of \$10,000 to \$15,000 to cover increased costs and additional work to address the needs of eligible residents; to expand eligible projects to include (1) repair, replacement, and addition of exterior lighting for safety, (2) sidewalk and driveway repair for health and safety, and (3) repair or replacement of awnings and gutters; and to clarify program procedures, including prioritization of certain applications in the event demand exceeds available funding for the program; and

WHEREAS, on December 3, 2024, the Citizens Advisory Committee for the South St. Petersburg CRA made recommendations regarding these proposed amendments to the South St. Petersburg Community Redevelopment Area “Affordable Single-Family Residential Façade Improvement Program.”

NOW THEREFORE, BE IT RESOLVED by the St. Petersburg Community Redevelopment Agency (“Agency”) that the Agency recommends the St. Petersburg City Council approve amendments to the South St. Petersburg Community Redevelopment Area “Affordable Single-Family Residential Façade Improvement Program” increasing the funding maximum award from \$10,000 to \$15,000, expand the list of eligible projects, and clarify program procedures, is hereby approved (see attached **Exhibit 2**).

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00778200

DEPARTMENT:

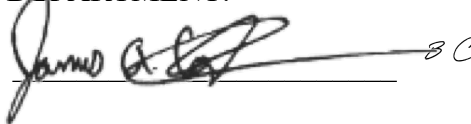


Exhibit 2 *Amended TIF Program Dec. 2024*

Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

I Description and Purpose

The **Affordable Single-Family Residential Façade Improvement Grant Program** provides CRA funding to income-eligible owner-occupants of single-family homes to upgrade and refresh the exterior of their properties to provide a positive visual impact on the neighborhood and encourage surrounding property owners to maintain their properties. For the purposes of this program, "income-eligible" is defined as households whose income is 80 percent and below the area median income (AMI). The maximum income levels for this program are based on the Florida Housing Finance Corporation's SHIP Program, which are annually adjusted and can be found at:

https://www.stpete.org/residents/housing/income_limits.php ~~(see attachment)~~.

II Consistency with the South St. Petersburg Redevelopment Plan

The South St. Petersburg Community Redevelopment Plan (CRP) recognizes that successful revitalization programs improve the investment climate of a neighborhood by removing blight, enhancing its image and leveraging the efforts of citizens and nonprofit organizations to accomplish these ends. The **Single-Family Residential Façade Improvement Grant Program** is consistent with the intent of the South St. Petersburg CRP by creating "an incentive program that will provide façade improvement grants or loans to residential property owners." The CRP also encourages upgrades to the exteriors of properties along commercial corridors and calls for the City to develop incentive programs to serve this end. Among other programs designed to implement this strategy, the Redevelopment Program and Funding identifies a program providing small grants to property owners that paint their property.

III Type and Amount of Award; Eligibility Requirements

An applicant may receive a grant from the City of St. Petersburg up to ~~\$10,000~~ \$15,000 if the household income is at 80 percent AMI or less as defined by the Federal Housing and Urban Development Department and the Florida Housing Finance Corporation for the Tampa-Clearwater- St. Petersburg geographic area. To be eligible for this program, the applicant must be an income-eligible homesteader and have lived in the property for at least one year and will maintain occupancy for one year after the completion of the work.

Applicants meeting any of the following disqualifying criteria are ineligible for funding:

- a. Code enforcement liens over \$2,500

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

- b. Special assessment liens over \$500
- c. Pending judgment or foreclosure
- d. Felony conviction for financial mismanagement within the last five years
- e. Mortgage payments three months in arrears
- f. Unpaid property taxes
- g. Unpaid property insurance, unless owner has satisfied mortgage

IV Funding Source

The City of St. Petersburg may allocate funding annually from its TIF contributions to the South St. Petersburg CRA Redevelopment Trust Fund to support the **Single-Family Residential Façade Improvement Grant Program**. The funding amount will be determined annually by St. Petersburg City Council and by budget amendment if necessary.

V Eligible Projects

The **Single-Family Residential Façade Improvement Grant Program** is available to fund exterior improvements to owner-occupied single-family housing in the South St. Petersburg CRA.

1. **Eligible Improvements**
 - a. Exterior painting of all exterior elevations on residence as well as their cleaning and preparation for painting.
 - b. Repair siding of exterior walls on all elevations.
 - c. Masonry and/or stucco repair and replacement on all elevations.
 - d. Installation, replacement or repair of existing awnings or shutters on all elevations.
 - e. Repairing/replacing doors and window panes on all elevations~~(s) of residence.~~
 - f. Repairing or reconstructing front porches and/or stoops.
 - g. Remedying exterior code enforcement violations on all elevations.
 - h. Repair or replace existing fencing on all elevations.
 - ~~• Repair or replace existing fencing on all elevations.~~
 - i. Constructing or repairing accessibility ramps.
 - j. Repair, replace, or add exterior lighting for safety.
 - k. Sidewalk and driveway repair for health and safety.
 - l. Repair or replace awnings and gutters.
 - m. Any improvements listed above are allowed on detached secondary

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

or accessory buildings that are in conjunction with improvements being made to the main residence.

2. Ineligible Improvements

- a. Installation of aluminum or vinyl siding where not previously existing, unless needed to encapsulate lead paint or asbestos siding the removal of which may make the project exceed available funding.
- b. Painting unpainted masonry.
- c. Work performed by an unlicensed contractor where a contractor is required.
- d. New porch enclosures.
- e. Permitting and development review fees.
- f. Improvements in progress or performed prior to approval of the grant application.
- g. Constructing new heated/cooled living space.
- h. Reducing or enclosing existing window openings on elevation(s) of residence.
- i. Improvements to buildings constructed within the last 5 years.
- j. Equipment, mechanical and HVAC systems.
- k. Security systems (including metal roll down gates, window bars, cameras).
- l. Any interior work.
- m. Routine maintenance such as ramp maintenance, cleaning walls, or patching holes.

VI Submission Procedures, Requirements and Review Process

Applications for the **Single-Family Residential Façade Improvement Grant Program** are accepted throughout the year on a first-come, first-served basis while funding is available; provided, however, that in the event of limited funding, remaining applications will be prioritized in accordance with Section VII. ~~with the f~~ Final award decision ~~will be made by a committee comprised of~~ after staff from the Housing and Community Development department and Economic and Workforce Development departments review complete applications for eligibility. ~~They are~~ Applications may be submitted to Housing and Community Development via the Neighborly portal at <https://portal.neighborlysoftware.com/STPETERSBURGFL/Participant> —or using a paper application that is to be submitted in an 8"x10" envelope or larger with the project's name and location and the applicant's name and address. ~~Applications must~~ Paper applications should be submitted addressed to the Economic Housing and Workforce Community Development Department (or successor department) on

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

the 9th Floor of the Municipal Service Building, which is located at 1 Fourth Street North, St. Petersburg, Florida, 33701.

For more information regarding the program or to obtain a paper application, please ~~contact~~

George B. Smith

~~Economic Development Coordinator~~ call 727-892-5554 ~~5210~~

~~George.smith@stpete.org~~ The applications

Each application, whether submitted via the Neighborly portal or using a paper application, must include the following¹:

- a. Completed and signed application form
- b. Documentation of property ownership and homestead exemption.
- c. The property owner will be required to sign the Grant Agreement to assume responsibility to maintain occupancy and homestead exemption for one year after the completion of the project.
- d. Confirmation that mortgage, property insurance and property tax payments are current and in good standing.
- e. Legal description of project site
- f. Digital photographs of existing conditions of the project site
- g. Written description of project improvements
- h. Sketches or conceptual drawings of improvements that will be funded by the ~~Grant~~ grant.
- i. Valid documentation for homeowner income verification:
 - Copies of the two most current pay stubs
 - One copy of the most recent checking and savings accounts
 - A verification of deposits may be needed to explain deposits into accounts over \$100.
- j. Any other information or documentation requested by the City to determine the applicant's eligibility in accordance with the program guidelines.

Failure to provide the above information will delay the review and approval process.

¹ City Administration may waive certain submittal requirements if they are unnecessary or irrelevant to the work for which the grant is being requested.

Amended TIF Program Dec. 2024

Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

~~Note: applicants meeting any of the following disqualifying criteria may be ineligible for funding:~~

- ~~h. Code enforcement liens over \$2,500~~
- ~~i. Special assessment liens over \$500~~
- ~~j. Pending judgment or foreclosure~~
- ~~k. Felony conviction for financial mismanagement within the last five years~~
- ~~l. Mortgage payments three months in arrears~~
- ~~m. Unpaid property taxes~~
- ~~n. Unpaid property insurance, unless owner has satisfied mortgage~~

~~The Affordable Single-Family Residential Façade Improvement Program is funded through the South St. Petersburg CRA Redevelopment Trust Fund and funding levels are approved annually. City Administration will prioritize applications when demand exceeds funding based on income levels and type (salary or fixed) if the resident is a disabled and/or elderly person as well as the geographic location of the application. For instance, to stimulate renovation activity or build upon existing activity, City Administration may focus funding awards on neighborhoods or even city blocks.~~

VII Prioritization

In the event the applications submitted exceed available funding, applications will be prioritized based on the following (listed in order of priority, highest to lowest):

- a. Active need for repair (leak, electrical concern, or safety hazard)
- b. Code violation or insurance concern
- c. Whether the resident is a disabled and/or elderly person
- d. Income levels and type (salary or fixed)

VIII Compliance Requirements for Approved Projects

Awardees must sign a Grant Agreement with the ~~Mayor or designee~~ City which specifies their obligations and rights upon issuance of the ~~Grant~~ grant, which will include:

- a. The recipient of the Affordable Single-Family Residential Improvement ~~Grant grant must have owned and occupied the unit as their primary homestead for a term no less than one year prior to applying for the "Grant" and must continue to maintain occupancy within the homestead unit for no less than one year after the completion of the façade improvement.~~

Exhibit 2

Amended TIF Program Dec. 2024

Affordable Single-Family Residential Façade Improvement Program

South St. Petersburg CRA Tax Increment Financing Program

- b. ~~The owner(s) of the unit, designated as recipients of the Affordable Single-Family Residential Improvement Grant may receive such funds provided that the total income of all household members, residing within the unit, not exceed 80% of the Area Median Income (AMI) as defined by the Federal Housing and Urban Development Department and the Florida Housing Finance Corporation for the Tampa-Clearwater-St. Petersburg geographic area. The owner(s) shall hereby~~ must grant permission ~~to allow~~ for City staff to enter onto the property to create the Scope of Work to be completed on the façade of the unit and to inspect the progress of the work through completion. The owner(s) must also grant permission for A a general contractor and its sub-contractors ~~shall also be granted permission to enter onto the property as necessary to perform the work.~~

IX Administration and Enforcement

This program will be administered by the Housing and Community Development (HCD) Department in accordance with the City’s underwriting guidelines, which are updated annually at a minimum and may be updated by City Administration from time to time throughout the year. The Economic and Workforce Development (EWD) Department will monitor progress of the projects and financial expenditures through monthly reports prepared by the Housing and Community Development Department.

~~Attachment 1~~

~~2021 Income limits for Affordable Housing Projects~~

~~Income Limit by Number of Persons in Household~~

	80%
1	\$41,360
2	\$47,280
3	\$53,200
4	\$59,040
5	\$63,840
6	\$68,560

Amended TIF Program Dec. 2024

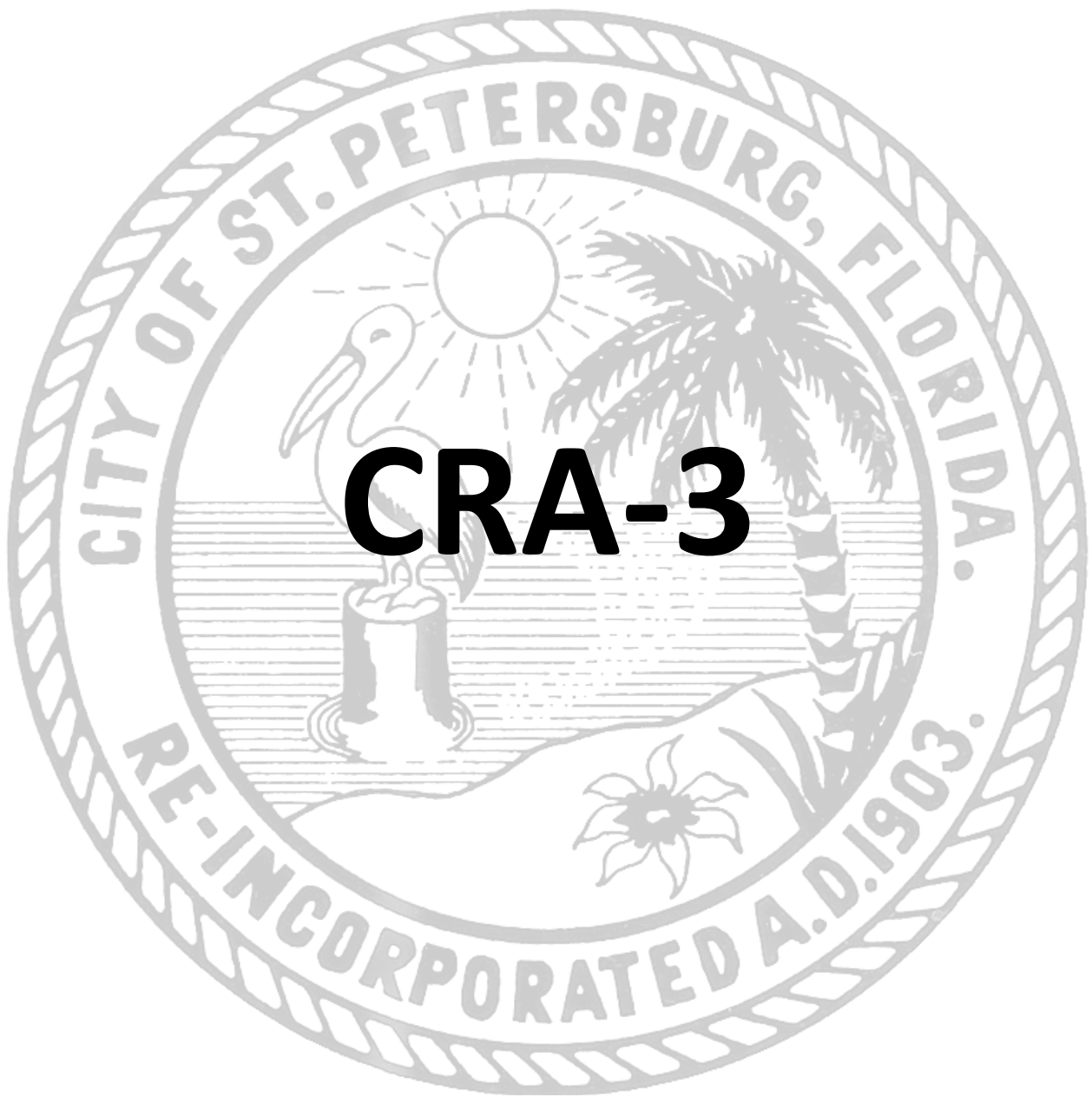
Exhibit 2
Affordable Single-Family Residential Façade Improvement Program
South St. Petersburg CRA Tax Increment Financing Program

7	\$73,280
8	\$78,000
9	\$82,656
10	\$87,379

Source: Florida Housing Finance Corporation State Housing Initiatives Partnership (SHIP) Program "2023 Income Limits and Rent Limits" for Pinellas County (May 15, 2023) are based upon figures provided by the United States Department of Housing and Urban Development (HUD). Because income limits are revised annually, City Administration will administratively amend this table each year without requiring approval of a formal program amendment.

<https://www.floridahousing.org/owners-and-managers/compliance/rent-limits>

The following page(s) contain the backup material for Agenda Item: Approving a resolution recommending that the St. Petersburg City Council approve the following amendments to the South St. Petersburg CRA "Property Acquisition and Site Preparation Program."
Please scroll down to view the backup material.



CRA-3



Community Redevelopment Agency
December 12th, 2024 Meeting

City File: SSPCRP-2024-6

Request

Approving a resolution recommending that the St. Petersburg City Council approve the following amendments to the South St. Petersburg CRA "Property Acquisition and Site Preparation Program."

Recommendation

The St. Petersburg Community Redevelopment Agency recommends that City Council:

- **APPROVE** the following administrative amendments to the "Property Acquisition and Site Preparation Program":
 - Multi-year projects may be approved under this program, subject to annual appropriations.
 - City Administration will review potential properties and projects for funding under this program on a case-by-case basis subject to available funding. Any project proposed to receive funding under this program in an amount exceeding \$100,000 is subject to City Council approval.
- **FIND** that the expenditure of TIF funds for the proposed is consistent with both the intent of the South St. Petersburg Community Redevelopment Plan and the CRA's "Property Acquisition and Site Preparation Program".

Background on Property Acquisition and Site Preparation Program

The City Council approved six new programs and eight amendments to existing TIF programs on December 6, 2018, to finance investments in the Community Redevelopment Area (CRA). The **"Property Acquisition and Site Preparation Program"** utilizes the City of St. Petersburg and Pinellas County TIF revenue contributions for the City to acquire properties and/or consolidate and prepare development sites to promote housing, economic development, and revitalization of the CRA. TIF will also be used to fund costs related to acquisition and preparation such as surveying, appraisals, and environmental reviews. When property acquisition would require the relocation of residents, TIF funding can be used to pay for the costs that are incurred per the City's relocation policy.

The land assembly effort may also involve purchasing tax certificates and other financial instruments, demolition of existing structures, vacating streets, and alleyways, relocating and/or extending associated utilities such as water, sewer, and stormwater facilities, and construction of other public improvements that support the development activities on the site. The City may utilize funding for this program to pay for remediation or mitigation of environmental contamination on properties in its ownership identified by Phase I and/or Phase II environmental studies.

Background on South St. Petersburg CRA TIF Programs

The St. Petersburg City Council approved a Community Redevelopment Plan (Plan) for the South St. Petersburg Community Redevelopment Area (CRA) on May 21, 2015. This plan also created a tax increment financing district and redevelopment trust fund for the entire 7.4-square-mile area of South St. Petersburg CRA (Ord. #169-H). One of the primary goals of the South St. Petersburg Plan is to utilize the revenues generated from the South St. Petersburg tax increment financing district to provide direct support for private investment in the redevelopment of residential and non-residential properties. This assistance will be provided through grants, loans, property tax abatements, or other financing options, which will help attract capital from various sources.

Before funding projects and programs within the South St. Petersburg CRA with tax increment revenue, the Plan requires administrative procedures to be prepared for each tax increment financing program. The South St. Petersburg Citizen Advisory Committee and the St. Petersburg Community Redevelopment Agency shall review and recommend these programs to the City Council before approval. In addition, Pinellas County staff must review and comment on programs that contemplate using Pinellas County tax increment revenue.

Cost/Funding/Assessment Information

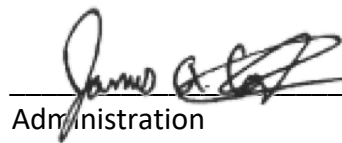
The action in this item does not have any budgetary impact or costs associated with it. Any future changes in the funding to the programs will be brought forward for agency approval.

Recommendation

City Administration recommends approving amendments to the South St. Petersburg CRA "Property Acquisition and Site Preparation Program".

ATTACHMENTS: Resolution
Exhibit 11-Program Description


Budget

 BC
Administration

A RESOLUTION BY THE ST. PETERSBURG REDEVELOPMENT AGENCY RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ST. PETERSBURG APPROVE AMENDMENTS TO THE SOUTH ST. PETERSBURG COMMUNITY REDEVELOPMENT AREA “CRA PROPERTY ACQUISITION AND SITE PREPARATION PROGRAM” TO CLARIFY PROCEDURES RELATED TO PROGRAM ADMINISTRATION (**SEE ATTACHED EXHIBIT 11**); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg City Council approved a Community Redevelopment Plan (“Plan”) for the South St. Petersburg Community Redevelopment Area (“CRA”) on May 21, 2015 (Ord. #169-H), which included establishment of a tax increment financing district and redevelopment trust fund for the entire 7.4-sq.mi. South St. Petersburg CRA; and

WHEREAS, a major strategy of the Plan is to direct the vast majority of revenues generated from the South St. Petersburg tax increment financing district to provide direct assistance for private investment in residential and non-residential redevelopment in the form of grants, loans, property tax abatements or other vehicles that help leverage capital from diverse sources; and

WHEREAS, on February 4, 2016, City Council approved the CRA Property Acquisition and Site Preparation Program via Resolution 2016-47, which provides CRA funding for the City to acquire properties and/or consolidate and prepare development sites within the South St. Petersburg Community Redevelopment Area to promote housing, economic development and revitalization of the CRA to be utilized for the acquisition and preparation; and

WHEREAS, on December 6, 2018, City Council approved amendments to the CRA Property Acquisition and Site Preparation Program via Resolution 2018-613 to (i) specify that funding under this program could be utilized to fund costs related to acquisition and preparation such as surveying, appraisals and environmental reviews, (ii) allow funding under this program to be utilized to pay for the costs that are incurred in accordance with the City’s relocation policy when a property acquisition would require the relocation of residents, (iii) allow for the land assembly efforts to involve purchasing tax certificates and other financial instruments and construction of other public improvements that support the development, and (iv) authorized appropriation of funding for multi-year projects through this program; and

WHEREAS, the Plan requires City Council approve each program’s procedures by resolution; and

WHEREAS, Administration now desires to modify the guidelines to clarify procedures related to program administration; and

WHEREAS, on December 3, 2024, the Citizens Advisory Committee for the South St. Petersburg CRA made recommendations regarding these proposed amendments to the CRA Property Acquisition and Site Preparation Program.

NOW THEREFORE, BE IT RESOLVED by the St. Petersburg Community Redevelopment Agency ("Agency"), that the Agency recommends the St. Petersburg City Council approve amendments to the South St. Petersburg Community Redevelopment Area "CRA Property Acquisition and Site Preparation Program" to clarify program procedures related to administration of the program (see attached **Exhibit 11**).

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00778215

DEPARTMENT:

 BC

I Description and Purpose

The **CRA Property Acquisition and Site Preparation Program** utilizes City of St. Petersburg and Pinellas County TIF revenue contributions for the City to acquire properties and/or consolidate and prepare development sites within the South St. Petersburg Community Redevelopment Area to promote housing, economic development and revitalization of the CRA. TIF will also be used to fund costs related to acquisition and preparation such as surveying, appraisals and environmental reviews. When property acquisition would require the relocation of residents, TIF funding can be used to pay for the costs that are incurred in accordance with the City's relocation policy.

The land assembly effort may also involve purchasing of tax certificates and other financial instruments, demolition of existing structures, vacating streets, alleyways, relocating and/or extending associated utilities such as water, sewer and stormwater facilities, and construction of other public improvements that support the development activities on the site. The City may utilize funding for this program to pay for remediation or mitigation of environmental contamination on properties in its ownership identified by Phase I and/or Phase II environmental studies.

II Consistency with the South St. Petersburg Redevelopment Plan

Land assembly, consolidation, site preparation and conveyance are essential activities for encouraging residential, commercial and industrial development in the South St. Petersburg CRA. It is one of the core activities identified in the Community Redevelopment Act of 1969 for Florida cities to undertake in revitalizing their communities.

The **CRA Property Acquisition and Preparation Program** is consistent with activities described in the South St. Petersburg Community Redevelopment Plan (CRP). In both its Action Plan as well as Redevelopment Program, the South St. Petersburg CRP identifies acquisition and site preparation as important implementation approaches in the CRA. Under Business Development, the Action Plan calls for promoting business retention, expansion and relocation efforts through acquisition and disposition of land, with priority given to "facilitating the creation of larger holdings suitable for industrial and business use." The same approach is encouraged in Housing and Neighborhood Revitalization to purchase "residential property and convey to housing developers for less than fair value to lower development costs."

The Redevelopment Program and Funding Strategy chapter identifies land assembly and site preparation as an important implementation strategy that will leave the City "well-

Amended TIF Program Dec. 2024

Exhibit 11
CRA Property Acquisition and Site Preparation Program
South St. Petersburg CRA Tax Increment Financing Program

positioned to facilitate new development as well as provide expansion opportunities for local businesses.” To assist in neighborhood revitalization, the City will also be acquiring properties within the CRA, including “nuisance properties whose activities, uses or appearance undermine the revitalization effort, or unforeseen opportunities that may arise which if capitalized on would help spur ongoing redevelopment.” To these ends, the Redevelopment Program calls for the City to use tax increment financing for “assembly and site preparation of property throughout South St. Petersburg to facilitate residential and nonresidential development.”

III Funding Source and Amount

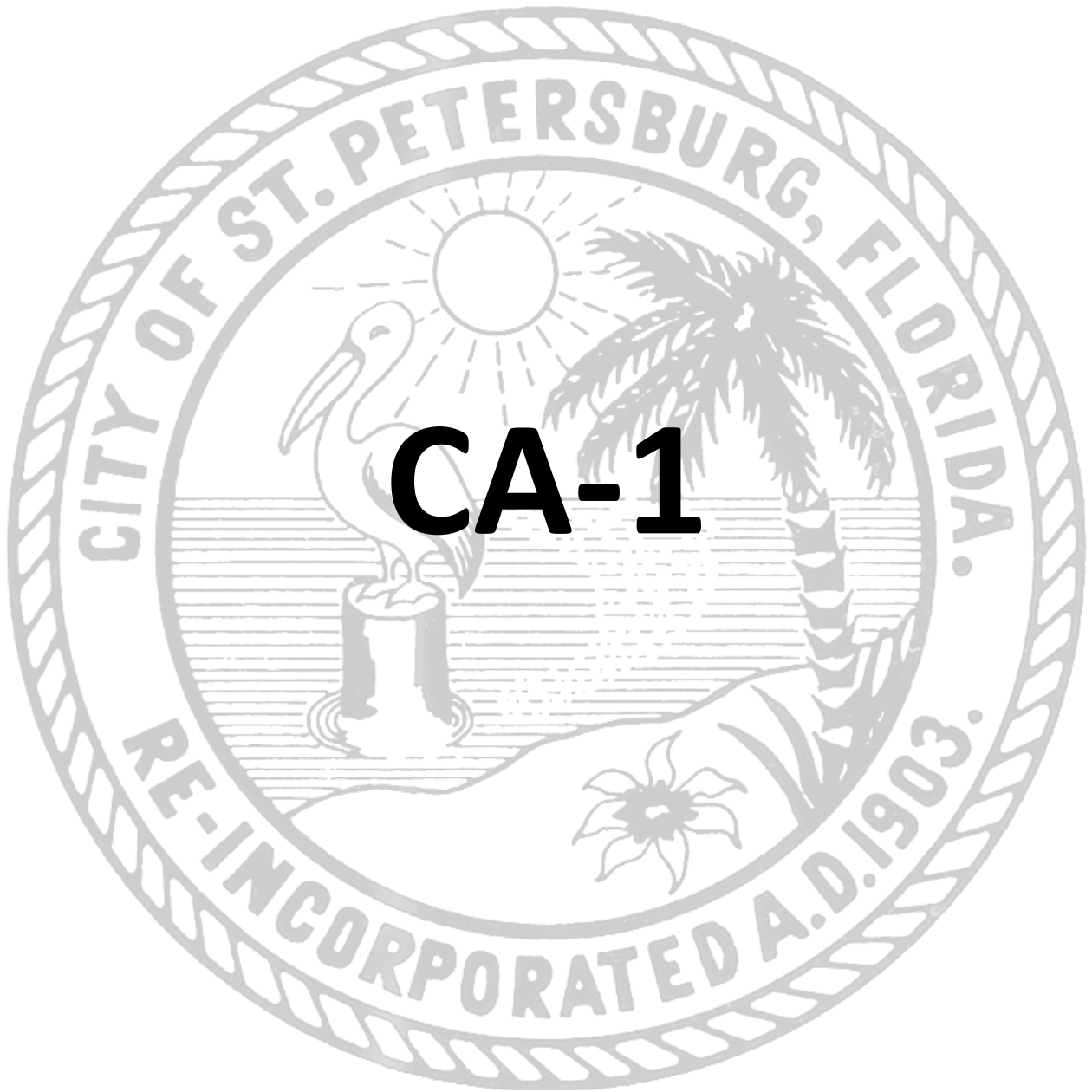
The City of St. Petersburg may allocate funding annually from both City and Pinellas County TIF contributions to support the **CRA Property Acquisition and Preparation Program**. The use of Pinellas County funding to support this program is consistent with the County’s February 6, 2017, policy governing use of its TIF revenue. The funding amount will be determined annually and by budget amendment if necessary. Multi-year projects may be approved under this program, subject to annual appropriations. ~~City Council may appropriate funding out of a future year’s budget to pay for the costs of projects funded through this program.~~

IV Administration

City Administration will review potential properties and projects for funding under this program on a case-by-case basis subject to available funding. Any project proposed to receive funding under this program in an amount exceeding \$100,000 is subject to City Council approval.

The following page(s) contain the backup material for Agenda Item: Approving payment to Oracle America, Inc., a sole source supplier, for the Oracle eBusiness Suite, Work and Asset Management Cloud Services, Oracle Field Services Cloud, and other Oracle and Solaris technology products, for the Department of Technology Services, at a cost of \$1,288,259.87; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

Please scroll down to view the backup material.



CA-1

ST PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 12, 2024

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

Subject: Approving payment to Oracle America, Inc., a sole source supplier, for the Oracle eBusiness Suite, Work and Asset Management Cloud Services, Oracle Field Services Cloud, and other Oracle and Solaris technology products, for the Department of Technology Services, at a cost of \$1,288,259.87; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date

Explanation: The city received a proposal for the renewal of annual support services for Oracle and Solaris products, including Oracle eBusiness Suite, Work and Asset Management Cloud Services (WACS), Oracle Field Services Cloud (OFS), Oracle Spatial and Oracle WebCenter. The vendor will provide 24/7 telephone support and access to the My Oracle Support portal including application and technology updates, program fixes and issue escalation management for all Oracle and Solaris products. Because Oracle is a sole provider of maintenance, support, and software updates for its proprietary products, a sole source procurement is recommended. The annual support services will be effective January 1, 2025, through December 31, 2025.

The city utilizes Oracle software to manage many external and internal business processes. The Oracle eBusiness Suite and WebCenter Suite are used for recruitment and human resources, finance, payroll, assets, accounts payables, budget, projects, grants, property management, housing loans, billing and collections, purchasing, and inventory. The Water Resources and Stormwater, Pavement, and Traffic Operations Departments use the Work and Asset Management Cloud Services (WACS) and Oracle Field Services Cloud (OFS) applications to manage operations; and the Engineering and Capital Improvements Department is the primary user of the Spatial/GIS applications. The Solaris products support the operating systems for the eBusiness and Spatial/GIS applications.

The Procurement Department, in cooperation with the Department of Technology Services, recommends for renewal:

Oracle America, Inc (Redwood Shores, CA)\$1,288,259.87

eBusiness Suite & Database	\$	696,342.00
WebCenter	\$	108,769.78
Utilities (WACS/OFS)	\$	450,402.00
Solaris Technologies	\$	32,746.09
TOTAL	\$	1,288,259.87

This purchase is made in accordance with Section 2-212 (a)1 of the Sole Source Procurement of the City Code, which authorizes City Council to approve the purchase of a supply or service of over \$100,000 without competitive bidding, if it has been determined that the supply or service is available from only one source.

Cost/Funding/Assessment Information: Funding for the current year has been previously appropriated in the Technology Services Fund (5011), Department of Technology Services,

Oracle eBusiness Solutions Division (850-2559). Funding for future years will be included in the City's annual operating budget subject to approval by City Council.

Attachments: Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION AUTHORIZING PAYMENT TO ORACLE AMERICA, INC. (“ORACLE”) IN AN AMOUNT NOT TO EXCEED \$1,288,259.87 FOR THE EIGHTH YEAR OF ANNUAL ORACLE EBUSINESS SUITE SUPPORT SERVICES AND THE FOURTH YEAR OF ORACLE WORK AND ASSET MANAGEMENT, ORACLE FIELD SERVICES, AND ORACLE PAAS AND IAAS COLLECTIVELY KNOWN AS “WACS” PURSUANT TO THE AGREEMENTS DATED DECEMBER 17, 2017, AS AMENDED, AND MAY 20, 2021; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 17, 2017, City Council approved a five-year support services agreement (“EBusiness Agreement”) with Oracle America, Inc. (“Oracle”) and authorized payment to Oracle for the first year of Oracle EBusiness Suite support services (“EBusiness Support Services”); and

WHEREAS, City Council previously authorized payment to Oracle for years two through five of the EBusiness Support Services; and

WHEREAS, the City previously approved an amendment to the EBusiness Agreement to extend the term for an additional five years through December 31, 2027 and authorize payment to Oracle for EBusiness Support Services provided for the first and second year of this renewal term (i.e., the sixth and seventh year of the EBusiness Agreement); and

WHEREAS, payment to Oracle for EBusiness Support Services for years eight through ten requires City Council approval; and

WHEREAS, on May 20, 2021, City Council approved a five-year agreement with Oracle (“WACS Agreement”) and authorized payment to Oracle for the first year of Oracle Work and Asset Management, Oracle Field Services, and Oracle PaaS and IaaS collectively known as “WACS”, cloud integration and support services (“WACS Support Services”); and

WHEREAS, City Council previously authorized payment to Oracle for the second and third years of WACS Support Services; and

WHEREAS, payment to Oracle for WACS Support Services for years four through five requires City Council approval; and

WHEREAS, Administration recommends payment to Oracle in an amount not to exceed \$1,288,259.87 for the eighth year of annual EBusiness Support Services and the fourth year of WACS Support Services pursuant to the agreements dated December 17, 2017, as amended, and May 20, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that payment to Oracle America, Inc. ("Oracle") in an amount not to exceed \$1,288,259.87 for the eighth year of annual Oracle EBusiness Suite Support Services and the fourth year of Oracle Work and Asset Management, Oracle Field Services, and Oracle PaaS and IaaS collectively known as "WACS" pursuant to the agreements dated December 17, 2017, as amended, and May 20, 2021, is hereby approved.

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00779235

DEPARTMENT:






Approved

206-28 Oracle WACS, December 12, 2024 (CLK)

Please review and approve consent item for December 12, 2024 for annual support services for Oracle.

All approvals need to be completed no later than 1pm today.

▼ Attachments



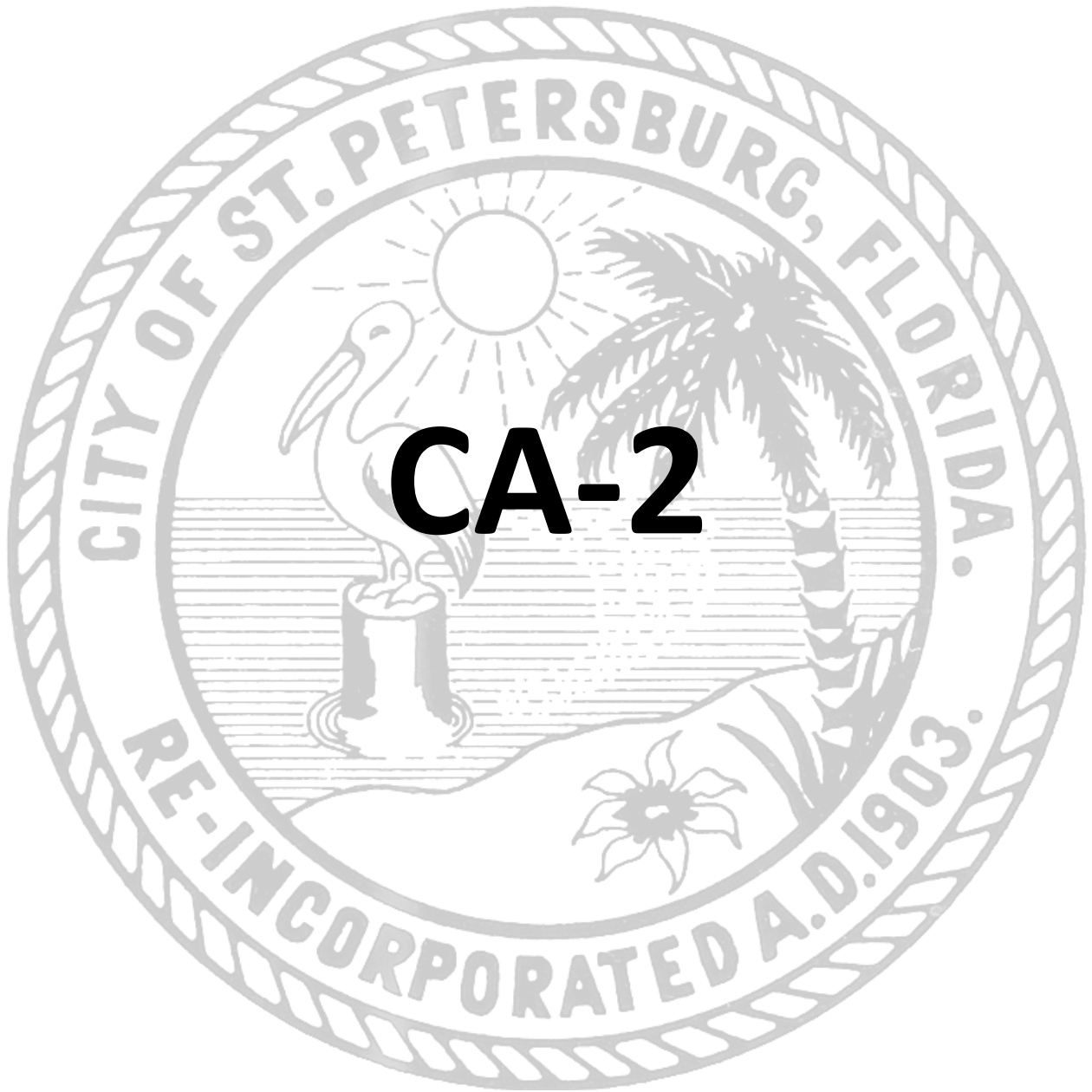
206-28 Oracle WACS, Decemb

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

▼ Final status: Approved



The following page(s) contain the backup material for Agenda Item: Accepting bids from Duramax Holdings LLC dba Otto Environmental Systems (Duramax Holdings LLC), Iron Container, LLC, Tank Holding Corp and Wastequip Manufacturing Company, LLC for refuse containers, compactors and related products for the Sanitation Department in the amount of \$14,845,810. Please scroll down to view the backup material.



CA-2

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 12, 2024

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

Subject: Accepting bids from Duramax Holdings LLC dba Otto Environmental Systems (Duramax Holdings LLC), Iron Container, LLC, Tank Holding Corp and Wastequip Manufacturing Company, LLC for refuse containers, compactors and related products for the Sanitation Department in the amount of \$14,845,810.

Explanation: The Procurement and Supply Management Department issued IFB No. 24-293 on September 6, 2024, to solicit bids for refuse containers, compactors, and related products. The bids were due on October 8, 2024, at 3:00 p.m. and publicly opened thereafter. The Procurement & Supply Management department received three bids for refuse containers, compactors and related products and are tabulated as follows:

<u>Bidders</u>	<u>Amount</u>
Duramax Holdings LLC	\$191,058
Schaefer Plastics North America, LLC	243,964
Wastequip Manufacturing Company, LLC	350,309

The solicitation included six pricing tables titled commercial compactors and roll-offs, commercial container skids, recycle containers and parts, commercial aluminum containers, residential containers and parts and commercial containers and parts. Vendors could bid on one or more tables which required vendors to bid on all lines of the table. Based on the bidding requirements, each table could be awarded to different vendors.

Three of the pricing tables, commercial aluminum containers, residential containers and parts and commercial containers and parts received a “no bid” from the responsive bidders. Per Section 2-191 (k) of the Procurement Code, in the event that bids for any supplies, services, software or construction are solicited and no responsive bids are received, the POD, when determined by the POD to be in the best interest of the City, is authorized to negotiate directly with potential bidders for the provision of such supplies, services, software, or construction. The POD conducted direct negotiations with Iron Container, LLC and Tank Holding Corp for the items that did not receive a bid. The bid tabulation reflects each table, and the awarded vendor based on bids received and direct negotiations.

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

Refuse Containers, Compactors and Related Products\$14,845,810
Duramax Holdings, LLC (Charlotte, NC)
Wastequip Manufacturing Company, LLC (Charlotte, NC)
Iron Container, LLC (Miami, FL)
Tank Holding Corp (Lincoln, NE)

The Procurement and Supply Management Department determined that Duramax Holdings, LLC and Wastequip Manufacturing Company, LLC are the lowest responsive and responsible bidders, and that they have met the specifications, terms, and conditions of Invitation for Bid No. 24-293, dated September 6, 2024. The Procurement and Supply Management Department also entered into direct negotiations with Iron Container, LLC and Tank Holding Corp. refuse containers, compactors and related products. The negotiation process has been completed and the City would like to move forward. Pending approval by City Council, blanket purchase agreements will

be issued for five-year initial terms, with one, three-year renewal options available, and will be binding only for actual goods purchased.

The vendors will furnish and deliver commercial and residential refuse, roll-off, compaction octagon, open top roll-off, recycling and polyethylene containers, self-contained compactors, and metal lids as needed by the Sanitation Department. A multiple award is recommended due to the diverse types of products needed, and the vendors' ability to provide them in a timely manner.

Cost/Funding/Assessment Information: Funds have been previously appropriated in the Sanitation Equipment Replacement Fund (4027), Sanitation Department, Sanitation Container Maintenance (4502317) Division.

Attachments: Bid Tabulation (19 pages)
Resolution



City of St. Petersburg

Procurement

Stephanie Swinson, Director of Procurement and Supply Management

P.O. Box 2842, St. Petersburg, FL 33731

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

RESPONSE DEADLINE: October 8, 2024 at 3:00 pm

Report Generated: Wednesday, October 16, 2024

COMMERCIAL COMPACTORS AND ROLL-OFFS

Primary award cells are green and Backup award cells are gray

				Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
Line Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	2 Carts: dock and side dumping, 2,500 LB. capacity.	5	Each	No Bid	No Bid	\$1,074.25
2	5 Compactor, power packs, unit with 10 HP power pack hydraulic motor, 3 phase electric motor for self contained compactor	5	Each	No Bid	No Bid	\$5,520.72
3	6 Compactor, power packs, Unit with 10 HPA power pack, hydraulic motor, single phase electric motor, for self contained compactor	5	Each	No Bid	No Bid	\$7,365.72
4	9 Compactor, self-contained, 17 CY	3	Each	No Bid	No Bid	\$25,271.03
5	7 Compactor, self-contained, 20 CY	3	Each	No Bid	No Bid	\$25,271.03
6	8 Compactor, self-contained, 15 CY	1	Each	No Bid	No Bid	\$25,271.03
7	10 Compactor, self-contained, 24 CY	3	Each	No Bid	No Bid	\$25,823.55
8	11 Compactor, self-contained, 25 CY	3	Each	No Bid	No Bid	\$25,823.55

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
9	12 Compactor, self-contained, 30 CY	5	Each	No Bid	No Bid	\$26,065.55
10	13 Compactor, self-contained, 36 CY	3	Each	No Bid	No Bid	\$27,400.55
11	14 Compactor, vertipack, 2 CY, Marathon, TC HD, or approved equal	3	Each	No Bid	No Bid	\$13,470.52
12	15 Compactor, vertipack, 2.5 CY, Marathon, TC HD, or approved equal	3	Each	No Bid	No Bid	\$13,470.52
13	16 Compactor, vertipack, 3 CY, Marathon, TC HD, or approved equal	3	Each	No Bid	No Bid	\$13,470.52
14	40 Container, commercial, open top, roll-off, 10 CY.	2	Each	No Bid	No Bid	\$3,625.33
15	41 Container, commercial, open top, roll-off, 20 CY.	20	Each	No Bid	No Bid	\$4,471.71
16	42 Container, commercial, open top, roll-off, 30 CY.	20	Each	No Bid	No Bid	\$4,831.71
17	43 Container, commercial, open top, roll-off, 40 CY.	10	Each	No Bid	No Bid	\$5,740.50
18	44 Container, commercial, recycling, closed top with five (5) compartments, roll-off, tailgate gaskets, full back door, 20 CY.	2	Each	No Bid	No Bid	\$11,895.00
19	45 Container, commercial, recycling, closed top with four (4) compartments, roll-off, tailgate gaskets, full back door, 20 CY.	2	Each	No Bid	No Bid	\$10,761.00

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
20	46 Container, commercial, recycling, closed top with one (1) compartment roll-off, tailgate gaskets, full back door, 20 CY.	2	Each	No Bid	No Bid	\$7,947.00
21	47 Container, commercial, recycling, closed top with three (3) compartments, roll-off, tailgate gaskets, full back door, 20 CY.	2	Each	No Bid	No Bid	\$9,627.00
22	48 Container, commercial, recycling, closed top with two (2) compartments, roll-off, tailgate gaskets, full back door, 20 CY.	2	Each	No Bid	No Bid	\$9,081.00
23	49 Container, compaction, octagon, (breakaway), 16 CY. Mfg./Model No. Marathon/RJ-160C or approved equal.	2	Each	No Bid	No Bid	\$6,314.00
24	50 Container, compaction, octagon, (breakaway), 27 CY. Mfg./Model No. Marathon/RJ-160C or approved equal.	2	Each	No Bid	No Bid	\$7,103.00
25	51 Container, compaction, octagon, (breakaway), 37 CY. Mfg./Model No. Marathon/RJ-160C or approved equal.	2	Each	No Bid	No Bid	\$7,567.00
26	52 Container, compaction, octagon, (breakaway), 40 CY. Mfg./Model No. Marathon/RJ-160C or approved equal.	3	Each	No Bid	No Bid	\$7,667.00
27	53 Container, compaction, octagon, (breakaway), 43 CY. Mfg./Model No. Marathon/RJ-160C or approved equal.	2	Each	No Bid	No Bid	\$8,034.00
28	69 Container, roll-off, sludge, fiberglass lid.	5	Each	No Bid	No Bid	\$10,345.00

COMMERCIAL CONTAINER SKIDS

Primary award cells are green and Backup award cells are gray

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
1	56 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 30" x 69 1/2".	20	Each	No Bid	No Bid	\$287.10
2	57 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 30" x 76".	10	Each	No Bid	No Bid	\$339.20
3	58 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 36" x 69 1/2".	35	Each	No Bid	No Bid	\$323.34
4	59 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 36" x 72".	20	Each	No Bid	No Bid	\$347.10
5	60 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 48" x 69 1/2".	20	Each	No Bid	No Bid	\$352.10
6	61 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 48" x 72".	20	Each	No Bid	No Bid	\$362.10
7	62 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 72" x 72".	20	Each	No Bid	No Bid	\$477.10
8	63 Container, front load, 6" lip, 7 gauge bottom, 2 skids, drain hole, 72" x 79".	55	Each	No Bid	No Bid	\$496.67

RECYCLE CONTAINERS AND PARTS

Primary award cells are green and Backup award cells are gray

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

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IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
1	66 Container, recycling, RFID, blue, large, 94-96 gallon.	1400	Each	\$51.19	\$63.14	\$58.18
2	67 Container, recycling, RFID, blue, medium, 64-66 gallon.	1400	Each	\$46.64	\$58.09	\$52.23
3	68 Container, recycling, RFID, blue, small, 32-35 gallon.	1400	Each	\$38.64	\$53.03	\$43.27

COMMERCIAL ALUMINUM CONTAINERS

Primary award cells are green and Backup award cells are gray

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
1	32 Container, commercial, front load, marine grade aluminum, includes lid, 2 CY.	10	Each	No Bid	No Bid	No Bid
2	33 Container, commercial, front load, marine grade aluminum, includes lid, 3 CY.	20	Each	No Bid	No Bid	No Bid
3	34 Container, commercial, front load, marine grade aluminum, includes lid, 4 CY.	20	Each	No Bid	No Bid	No Bid

RESIDENTIAL CONTAINERS AND PARTS

Primary award cells are green and Backup award cells are gray

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
1	1 Axle, 90 gallon, 22"x 5/8, solid steel, zinc plated	500	Each	No Bid	No Bid	No Bid
2	17 Container, 100% cross-linked polyethylene, granny hatch lid, 300 gallon, black, old style	100	Each	No Bid	No Bid	No Bid
3	18 Container, 100% cross-linked polyethylene, granny hatch lid, 300 gallon, brown, old style	50	Each	No Bid	No Bid	No Bid
4	19 Container, 100% cross linked polyethylene, granny hatch lid, 300 gallon, green, old style	100	Each	No Bid	No Bid	No Bid
5	54 Container, cross linkable polyethylene, black 60 gallon	200	Each	No Bid	No Bid	No Bid
6	55 Container, crosslink polyethylene, midnight shower black, wheels, axles, 38 LB, 90 gallon	3000	Each	No Bid	No Bid	No Bid
7	64 Container, polyethylene, black, 60 gallon	200	Each	No Bid	No Bid	No Bid
8	65 Container, polyethylene, black, 90 gallon	1000	Each	No Bid	No Bid	No Bid
9	70 Container, UV stabilized, cross-linkable high density polyethylene, lid, 200 gallon, 2/3 opening, green, old style	20	Each	No Bid	No Bid	No Bid
10	71 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, black, new style	500	Each	No Bid	No Bid	No Bid
11	72 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, black, old style	20	Each	No Bid	No Bid	No Bid

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

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Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
12	73 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, brown, new style	100	Each	No Bid	No Bid	No Bid
13	74 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, clay, new style	100	Each	No Bid	No Bid	No Bid
14	75 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, green, new style	400	Each	No Bid	No Bid	No Bid
15	76 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, grey, new style	100	Each	No Bid	No Bid	No Bid
16	77 Handle, 90 gallon, structural foam container, 5/16" bolt holes, carbon steel with Permatex coating	500	Each	No Bid	No Bid	No Bid
17	78 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, black, new style	200	Each	No Bid	No Bid	No Bid
18	79 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, brown, new style	200	Each	No Bid	No Bid	No Bid
19	80 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, brown, new style	100	Each	No Bid	No Bid	No Bid
20	81 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, clay, new style	100	Each	No Bid	No Bid	No Bid

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
21	82 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, green, new style	100	Each	No Bid	No Bid	No Bid
22	83 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, grey, new style	100	Each	No Bid	No Bid	No Bid
23	84 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, front one (1) piece lid, black	200	Each	No Bid	No Bid	No Bid
24	85 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, rear lid, black	200	Each	No Bid	No Bid	No Bid
25	86 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, split, double walls, left and right, black	200	Each	No Bid	No Bid	No Bid
26	87 Lid, 90 gallon container, UV stabilized, cross-linkable medium density polyethylene, black polymer,	700	Each	No Bid	No Bid	No Bid
27	88 Lid, commercial, 100% cross- linked polyethylene, black polymer, 36" x 31", minimum weight 8 LB	100	Each	No Bid	No Bid	No Bid
28	89 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 41", minimum weight 10 LB	100	Each	No Bid	No Bid	No Bid
29	90 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 46", minimum weight 12 LB	100	Each	No Bid	No Bid	No Bid

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
30	91 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 49", minimum weight 12 LB	100	Each	No Bid	No Bid	No Bid
31	92 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 58", minimum weight 15 LB	600	Each	No Bid	No Bid	No Bid
32	93 Lid, granny hatch, 300 gallon container, 100% cross-linked polyethylene, black polymer	200	Each	No Bid	No Bid	No Bid
33	94 Lids, recycling, sliding, 30" x 30", 100% cross linked polyethylene, black polymer, minimum weight 7 LB, 90 gallon	100	Each	No Bid	No Bid	No Bid
34	95 Rod, 300 gallon granny hatch, hinge, PVC	1000	Each	No Bid	No Bid	No Bid
35	96 Rod, 300 gallon, hinge, PVC	1000	Each	No Bid	No Bid	No Bid
36	97 Wheel, 10", 100% cross-linked polyethylene, black polymer	5000	Each	No Bid	No Bid	No Bid

COMMERCIAL CONTAINERS AND PARTS

Primary award cells are green and Backup award cells are gray

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
1	3 Caster, Rigid, Rubber	1000	Each	No Bid	No Bid	No Bid
2	4 Caster, Swivel, Rubber	1000	Each	No Bid	No Bid	No Bid
3	20 Container, commercial, double wall, plastic lids, 1 CY, slant top. 7 gauge	20	Each	No Bid	No Bid	No Bid
4	21 Container, commercial, double wall, plastic lids, 2 CY, slant top. 7 gauge	75	Each	No Bid	No Bid	No Bid
5	22 Container, commercial, double wall, plastic lids, 3 CY, flat top. 7 gauge	10	Each	No Bid	No Bid	No Bid
6	23 Container, commercial, double wall, plastic lids, 3 CY, slant top. 7 gauge	90	Each	No Bid	No Bid	No Bid
7	24 Container, commercial, double wall, plastic lids, 4 CY, flat top, plastic side. 7 gauge	20	Each	No Bid	No Bid	No Bid
8	25 Container, commercial, double wall, plastic lids, 4 CY, slant top. 7 gauge	50	Each	No Bid	No Bid	No Bid
9	26 Container, commercial, double wall, plastic lids, 6 CY, slant top, plastic side. 7 gauge	30	Each	No Bid	No Bid	No Bid
10	27 Container, commercial, double wall, plastic lids, 6 CY, slant top. 7 gauge	80	Each	No Bid	No Bid	No Bid

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

EVALUATION TABULATION

IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
11	28 Container, commercial, double wall, plastic lids, 8 CY, slant top. 7 gauge	80	Each	No Bid	No Bid	No Bid
12	20 Container, commercial, double wall, plastic lids, 1 CY, slant top. 10 gauge	20	Each	No Bid	No Bid	No Bid
13	21 Container, commercial, double wall, plastic lids, 2 CY, slant top. 10 gauge	75	Each	No Bid	No Bid	No Bid
14	22 Container, commercial, double wall, plastic lids, 3 CY, flat top. 10 gauge	10	Each	No Bid	No Bid	No Bid
15	23 Container, commercial, double wall, plastic lids, 3 CY, slant top. 10 gauge	90	Each	No Bid	No Bid	No Bid
16	24 Container, commercial, double wall, plastic lids, 4 CY, flat top, plastic side. 10 gauge	20	Each	No Bid	No Bid	No Bid
17	25 Container, commercial, double wall, plastic lids, 4 CY, slant top. 10 gauge	50	Each	No Bid	No Bid	No Bid
18	26 Container, commercial, double wall, plastic lids, 6 CY, slant top, plastic side. 10 gauge	30	Each	No Bid	No Bid	No Bid
19	27 Container, commercial, double wall, plastic lids, 6 CY, slant top. 10 gauge	80	Each	No Bid	No Bid	No Bid

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

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IFB No. IFB- 24 - 293

Refuse Containers & Compactors, Commercial and Residential

Line Item	Description	Estimated Quantity	Unit of Measure	Otto Environmental Systems	Schaefer Plastics North America, LLC	Wastequip Manufacturing Company, LLC
				Unit Cost	Unit Cost	Unit Cost
20	28 Container, commercial, double wall, plastic lids, 8 CY, slant top. 10 gauge	80	Each	No Bid	No Bid	No Bid
21	29 Container, commercial, front load, high density crosslink polyethylene, includes lid, 2 CY.	10	Each	No Bid	No Bid	No Bid
22	30 Container, commercial, front load, high density crosslink polyethylene, includes lid, 3 CY.	20	Each	No Bid	No Bid	No Bid
23	31 Container, commercial, front load, high density crosslink polyethylene, includes lid, 4 CY.	20	Each	No Bid	No Bid	No Bid
35	35 Container, commercial, metal lids, 6 CY, flat top, metal lids, plastic side sliding doors.	5	Each	No Bid	No Bid	No Bid
36	36 Container, commercial, metal lids, 6 CY, flat top, metal lids.	5	Each	No Bid	No Bid	No Bid
37	37 Container, commercial, metal lids, 6 CY, flat top, plastic lids, plastic side sliding doors.	10	Each	No Bid	No Bid	No Bid
38	38 Container, commercial, metal lids, 8 CY, flat top, double wall plastic lids, plastic side sliding.	30	Each	No Bid	No Bid	No Bid
39	39 Container, commercial, metal lids, 8 CY, flat top, metal lids.	5	Each	No Bid	No Bid	No Bid

EVALUATION TABULATION

Invitation For Bid - Refuse Containers & Compactors, Commercial and Residential

Iron Container, LLC Pricing
Commercial Containers and Parts

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	No Bid	Total
1	3 Caster, Rigid, Rubber	1000	Each	\$13.00		\$13,000.00
2	4 Caster, Swivel, Rubber	1000	Each	\$13.00		\$13,000.00
	20 Container, commercial, double wall, plastic lids, 1 CY, slant top. 7 gauge					
3		20	Each	\$550.00		\$11,000.00
	21 Container, commercial, double wall, plastic lids, 2 CY, slant top. 7 gauge					
4		75	Each	\$645.00		\$48,375.00
	22 Container, commercial, double wall, plastic lids, 3 CY, flat top. 7 gauge					
5		10	Each	\$680.00		\$6,800.00
	23 Container, commercial, double wall, plastic lids, 3 CY, slant top. 7 gauge					
6		90	Each	\$770.00		\$69,300.00
	24 Container, commercial, double wall, plastic lids, 4 CY, flat top, plastic side. 7 gauge					
7		20	Each	\$1,040.00		\$20,800.00
	25 Container, commercial, double wall, plastic lids, 4 CY, slant top. 7 gauge					
8		50	Each	\$840.00		\$42,000.00
	26 Container, commercial, double wall, plastic lids, 6 CY, slant top, plastic side. 7 gauge					
9		30	Each	\$1,090.00		\$32,700.00
	27 Container, commercial, double wall, plastic lids, 6 CY, slant top. 7 gauge					
10		80	Each	\$1,065.00		\$85,200.00
	28 Container, commercial, double wall, plastic lids, 8 CY, slant top. 7 gauge					
11		80	Each	\$1,245.00		\$99,600.00

Iron Container, LLC Pricing
Commercial Containers and Parts

	20 Container, commercial, double wall, plastic lids, 1 CY, slant top. 10 gauge		
12		20 Each	No Bid
	21 Container, commercial, double wall, plastic lids, 2 CY, slant top. 10 gauge		
13		75 Each	No Bid
	22 Container, commercial, double wall, plastic lids, 3 CY, flat top. 10 gauge		
14		10 Each	No Bid
	23 Container, commercial, double wall, plastic lids, 3 CY, slant top. 10 gauge		
15		90 Each	No Bid
	24 Container, commercial, double wall, plastic lids, 4 CY, flat top, plastic side. 10 gauge		
16		20 Each	No Bid
	25 Container, commercial, double wall, plastic lids, 4 CY, slant top. 10 gauge		
17		50 Each	No Bid
	26 Container, commercial, double wall, plastic lids, 6 CY, slant top, plastic side. 10 gauge		
18		30 Each	No Bid
	27 Container, commercial, double wall, plastic lids, 6 CY, slant top. 10 gauge		
19		80 Each	No Bid
	28 Container, commercial, double wall, plastic lids, 8 CY, slant top. 10 gauge		
20		80 Each	No Bid
	29 Container, commercial, front load, high density crosslink polyethylene, includes lid, 2 CY.		
21		10 Each	No Bid

**Iron Container, LLC Pricing
Commercial Containers and Parts**

22	30 Container, commercial, front load, high density crosslink polyethylene, includes lid, 3 CY.	20 Each		No Bid
23	31 Container, commercial, front load, high density crosslink polyethylene, includes lid, 4 CY.	20 Each		No Bid
35	35 Container, commercial, metal lids, 6 CY, flat top, metal lids, plastic side sliding doors.	5 Each	\$1,560.00	\$7,800.00
36	36 Container, commercial, metal lids, 6 CY, flat top, metal lids.	5 Each	\$1,560.00	\$7,800.00
37	37 Container, commercial, metal lids, 6 CY, flat top, plastic lids, plastic side sliding doors.	10 Each	\$1,090.00	\$10,900.00
38	38 Container, commercial, metal lids, 8 CY, flat top, double wall plastic lids, plastic side sliding.	30 Each	\$1,285.00	\$38,550.00
39	39 Container, commercial, metal lids, 8 CY, flat top, metal lids.	5 Each	\$1,690.00	\$8,450.00
				\$515,275.00

**Tank Holding Corp Pricing
Residential Containers and Parts**

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Cost	No Bid	Total
1	1 Axle, 90 gallon, 22"x 5/8, solid steel, zinc plated	500	Each	\$10.20		\$5,100.00
2	17 Container, 100% cross-linked polyethylene, granny hatch lid, 300 gallon, black, old style	100	Each	\$555.00		\$55,500.00
3	18 Container, 100% cross-linked polyethylene, granny hatch lid, 300 gallon, brown, old style	50	Each	\$555.00		\$27,750.00
4	19 Container, 100% cross linked polyethylene, granny hatch lid, 300 gallon, green, old style	100	Each	\$555.00		\$55,500.00
5	54 Container, cross linkable polyethylene, black 60 gallon	200	Each	\$159.00		\$31,800.00
6	55 Container, crosslink polyethylene, midnight shower black, wheels, axles, 38 LB, 90 gallon	3000	Each	\$198.50		\$595,500.00
7	64 Container, polyethylene, black, 60 gallon	200	Each	\$132.00		\$26,400.00
8	65 Container, polyethylene, black, 90 gallon	1000	Each	\$159.50		\$159,500.00
9	70 Container, UV stabilized, cross-linkable high density polyethylene, lid, 200 gallon, 2/3 opening, green, old style	20	Each		X	
10	71 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, black, new style	500	Each	\$555.00		\$277,500.00
11	72 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, black, old style	20	Each	\$555.00		\$11,100.00
12	73 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, brown, new style	100	Each	\$555.00		\$55,500.00

**Tank Holding Corp Pricing
Residential Containers and Parts**

13	74 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, clay, new style	100	Each	\$555.00		\$55,500.00
14	75 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, green, new style	400	Each	\$555.00		\$222,000.00
15	76 Container, UV stabilized, cross-linkable high density polyethylene, lid, 300 gallon, 2/3 opening, grey, new style	100	Each	\$555.00		\$55,500.00
16	77 Handle, 90 gallon, structural foam container, 5/16" bolt holes, carbon steel with Permatex coating	500	Each		X	
17	78 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, black, new style	200	Each	\$138.50		\$27,700.00
18	79 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, brown, new style	200	Each	\$138.50		\$27,700.00
19	80 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, brown, new style	100	Each	\$138.50		\$13,850.00
20	81 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, clay, new style	100	Each	\$138.50		\$13,850.00
21	82 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, green, new style	100	Each	\$138.50		\$13,850.00
22	83 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, 2/3 opening, grey, new style	100	Each	\$138.50		\$13,850.00

**Tank Holding Corp Pricing
Residential Containers and Parts**

23	84 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, front one (1) piece lid, black	200	Each	\$138.50		\$27,700.00
24	85 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, rear lid, black	200	Each	\$105.50		\$21,100.00
25	86 Lid, 300 gallon container, UV stabilized, cross-linkable high density polyethylene, split, double walls, left and right, black	200	Each	\$268.75		\$53,750.00
26	87 Lid, 90 gallon container, UV stabilized, cross-linkable medium density polyethylene, black polymer,	700	Each		X	
27	88 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 31", minimum weight 8 LB	100	Each		X	
28	89 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 41", minimum weight 10 LB	100	Each		X	
29	90 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 46", minimum weight 12 LB	100	Each		X	
30	91 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 49", minimum weight 12 LB	100	Each		X	
31	92 Lid, commercial, 100% cross-linked polyethylene, black polymer, 36" x 58", minimum weight 15 LB	600	Each		X	
32	93 Lid, granny hatch, 300 gallon container, 100% cross-linked polyethylene, black polymer	200	Each	\$138.50		\$27,700.00

Tank Holding Corp Pricing
Residential Containers and Parts

33	94 Lids, recycling, sliding, 30" x 30", 100% cross linked polyethylene, black polymer, minimum weight 7 LB, 90 gallon	100	Each			X
34	95 Rod, 300 gallon granny hatch, hinge, PVC	1000	Each			X
35	96 Rod, 300 gallon, hinge, PVC	1000	Each			X
36	97 Wheel, 10", 100% cross-linked polyethylene, black polymer	5000	Each			X
	SUBSTITUTE FOR ABOVE (Line 36) Wheel, 10" diameter, for 60 or 90 gallon R/O, black polymer. Model #04PWHEEL-1017511. (Note: The 10" wheel is no longer available in cross linkablepolyethylene.)	5000	Each	\$13.67	\$68,350.00	
					\$1,943,550.00	

RESOLUTION NO. 2020-____

A RESOLUTION APPROVING THE AWARD OF FIVE-YEAR BLANKET PURCHASE AGREEMENTS WITH A THREE-YEAR RENEWAL OPTION TO DURAMAX HOLDINGS LLC dba OTTO ENVIRONMENTAL SYSTEMS (“DURAMAX HOLDINGS LLC”), IRON CONTAINER, LLC, TANK HOLDINGS CORP AND WASTEQUIP MANUFACTURING COMPANY, LLC FOR REFUSE CONTAINERS, COMPACTORS AND RELATED PRODUCTS FOR THE SANITATION DEPARTMENT; PROVIDING THAT THE TOTAL COMBINED CONTRACT AMOUNT FOR THE ABOVE REFERENCED AGREEMENTS SHALL NOT EXCEED \$14,845,810 FOR THE INITIAL TERM; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THESE TRANSACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement & Supply Management Department issued IFB No. 24-293 to solicit bids for refuse containers, compactors and related parts for the Sanitation Department; and

WHEREAS, the solicitation included six pricing tables titled: 1) commercial compactors and roll-offs, 2) commercial container skids, 3) recycle containers and parts, 4) commercial aluminum containers, 5) residential containers and parts, and 6) commercial containers and parts, allowing vendors to bid on one or more tables; and

WHEREAS, the City received three (3) bids in response to IFB No. 24-293 dated September 6, 2024; and

WHEREAS, Duramax Holdings, LLC dba Otto Environmental Systems (“Duramax Holdings LLC”) and Wastequip Manufacturing Company, LLC were the lowest responsive and responsible bidders for the table titled recycle containers and parts and the tables for commercial compactors and roll-offs and commercial container skids, respectively, and each have met the specifications, terms, and conditions of IFB No. 24-293; and

WHEREAS, no bids were received for the following pricing tables: commercial aluminum containers, residential containers, and commercial containers (“No Bid Items”); and

WHEREAS, pursuant to Section 191(k) of the Procurement Code, the POD negotiated directly with Iron Container, LLC (to provide commercial containers and parts) and Tank Holding Corp (to provide residential containers and parts) for the No Bid Items; and

WHEREAS, the Procurement Department, in cooperation with the Sanitation Department, recommends approval of these awards; and

WHEREAS, funds have previously been appropriated in the Sanitation Equipment Replacement Fund (4027), Sanitation Department, Sanitation Container Maintenance (4502317) Division.

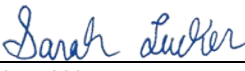
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the award of five-year Blanket Purchase Agreements with a three-year renewal option to Duramax Holdings LLC dba Otto Environmental Systems ("Duramax Holdings LLC"), Iron Container, LLC, Tank Holding Corp and Wastequip Manufacturing company, LLC for refuse containers, compactors and related products for the Sanitation Department is hereby approved

BE IT FURTHER RESOLVED that the total combined contract amount for the above referenced agreements shall not exceed \$14,845,810 for the initial term.

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

This resolution shall become effective immediately upon its adoption.

LEGAL:



00779380

DEPARTMENT:





Approvals - gcc

Report • Printed on November 14, 2024

Approved

450-65 Refuse Containers & Compactors, December 12, 2024 (STR)

For your review and approval, please find the consent agenda for refuse containers and compactors for the December 12th Council meeting. Thank you.

▼ Attachments



450-65 Refuse Containers & C
<https://stpete1.sharepoint.com/:f/s/>

▼ Final status: Approved

AF

Step 4: Approved by

Amy E. Foster

11/14/2024 1:53:42 PM

WJ

Step 3: Approved by

Willie J Joseph

11/14/2024 10:35:12 AM

SS

Step 2: Approved by

Stephanie N. Swinson

11/14/2024 10:15:58 AM

LS

Step 1: Approved by

Lance N. Stanford

11/14/2024 8:35:32 AM

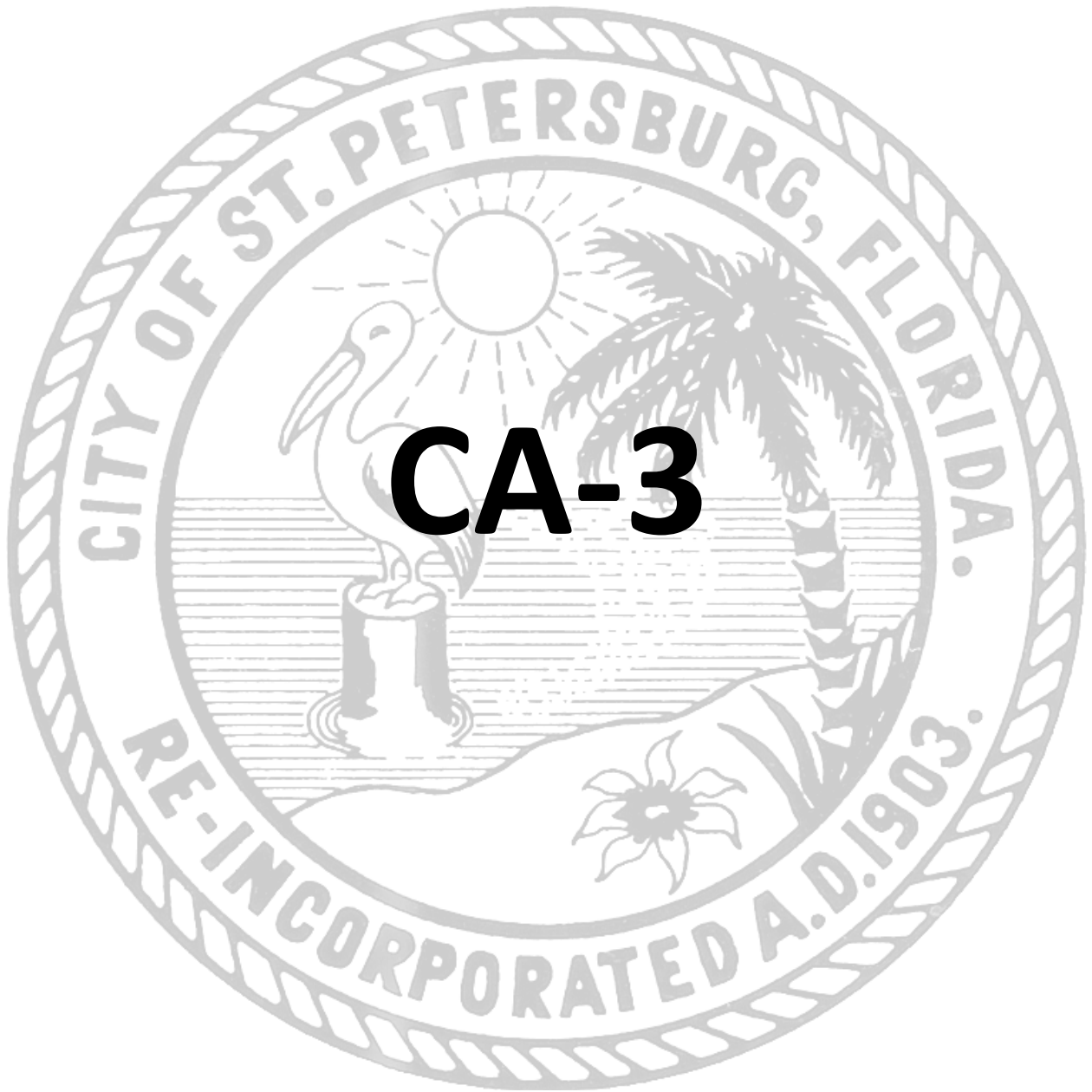
SR

Requested by

Sakha T. Reed

11/14/2024 8:34:03 AM

The following page(s) contain the backup material for Agenda Item: A resolution approving an Amendment to the Agreement between the City of St. Petersburg, Florida and Global Mountain Solutions USA, LLC (dba Global Rope Access – “GRA”) dated October 15, 2024 to expand the scope of work to remove metal panels identified when dismantling the remaining PTFE roof materials at Tropicana Field after Hurricane Milton and increase the contract amount in the amount of \$152,211.19 for such additional work; providing that the total contract amount shall not exceed \$568,566.48; authorizing the Mayor or his designee to execute the Amendment; approving a supplemental appropriation in the amount of \$153,000 from the unappropriated balance of the General Fund to the Enterprise Facilities Department, Administration Division (282-1813), FY25 Milton Tropicana Field Project (20858) (Oracle Projects - 20858); and providing an effective date. Please scroll down to view the backup material.



CA-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 12, 2024

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

SUBJECT: A resolution approving an Amendment to the Agreement between the City of St. Petersburg, Florida and Global Mountain Solutions USA. LLC (dba Global Rope Access – “GRA”) dated October 15, 2024 to expand the scope of work to remove metal panels identified when dismantling the remaining PTFE roof materials at Tropicana Field after Hurricane Milton and increase the contract amount in the amount of \$152,211.19 for such additional work; providing that the total contract amount shall not exceed \$568,566.48; authorizing the Mayor or his designee to execute the Amendment; approving a supplemental appropriation in the amount of \$153,000 from the unappropriated balance of the General Fund to the Enterprise Facilities Department, Administration Division (282-1813), FY25 Milton Tropicana Field Project (20858) (Oracle Projects - 20858); and providing an effective date.

EXPLANATION: On October 15, 2024, the City entered into emergency services agreement with GRA in the amount of \$416,353.29 to dismantle and remove the remaining PTFE roof material. During performance of the work, GRA identified that layers of sheet metal panels covering the roof cables had come loose and could create a falling debris hazard if they remain in place. The assumed quantity of remaining metal panels is about 400 pieces of roughly 8 feet in length. The anticipated time to perform this work is 8 days.

This work is included in the Hennessy Tropicana Field Milton Damage Assessment Report under the category of “Remaining Protections and Removals Required.” This work may be stopped at any point prior to completion should City Council vote to not repair the stadium.

Administration recommends approval of the amendment amount:

GRA..... \$152,211.19

RECOMMENDATION: Administration recommends that City Council approve the attached resolution approving an Amendment to the Agreement between the City of St. Petersburg, Florida and Global Mountain Solutions USA. LLC (dba Global Rope Access – “GRA”) dated October 15, 2024 to expand the scope of work to remove metal panels identified when dismantling the remaining PTFE roof materials at Tropicana Field after Hurricane Milton and increase the contract amount in the amount of \$152,211.19 for such additional work; providing that the total contract amount shall not exceed \$568,566.48; authorizing the Mayor or his designee to execute the Amendment; approving a supplemental appropriation in the amount of \$153,000 from the unappropriated balance of the General Fund to the Enterprise Facilities Department, Administration Division (282-1813), FY25 Milton Tropicana Field Project (20858) (Oracle Projects - 20858); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds will be available after the approval of a supplemental appropriation in the amount of \$153,000 from the unappropriated balance of the General Fund to the Enterprise Facilities Department, Administration Division (282-1813), FY25 Milton Tropicana Field Project (20858).

ATTACHMENTS: Proposal
Resolution

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND GLOBAL MOUNTAIN SOLUTIONS USA, LLC (DBA GLOBAL ROPE ACCESS – “GRA”) DATED OCTOBER 15, 2024 TO EXPAND THE SCOPE OF WORK TO REMOVE METAL PANELS IDENTIFIED WHEN DISMANTLING THE REMAINING PTFE ROOF MATERIALS AT TROPICANA FIELD AFTER HURRICANE MILTON AND INCREASE THE CONTRACT AMOUNT IN THE AMOUNT OF \$152,211.19 FOR SUCH ADDITIONAL WORK; PROVIDING THAT THE TOTAL CONTRACT AMOUNT SHALL NOT EXCEED \$568,566.48; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AMENDMENT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$153,000 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND TO THE ENTERPRISE FACILITIES DEPARTMENT, ADMINISTRATION DIVISION (282-1813), FY25 MILTON TROPICANA FIELD PROJECT (20858) (ORACLE PROJECTS - 20858); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 15, 2024, the City and Global Mountain Solutions USA, LLC (dba Global Rope Access – “GRA”) entered into an agreement for GRA to dismantle and remove the remaining PTFE roof materials at Tropicana Field after Hurricane Milton in an amount not to exceed \$416,353.29; and

WHEREAS, Administration desires to amend the agreement to expand the scope of work to remove metal panels identified when dismantling the remaining PTFE roof materials at Tropicana Field after Hurricane Milton and increase the contract amount in the amount of \$152,211.19 for such additional work; and

WHEREAS, funding for this additional work will be available after a supplemental appropriation in the amount of \$153,000 from the unappropriated balance of the General Fund to the Enterprise Facilities Department, Administration Division (282-1813), FY25 Milton Tropicana Field Project (20858) (Oracle Projects - 20858); and

WHEREAS, Administration recommends approval of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that an Amendment to the Agreement between the City of St. Petersburg,

Florida and Global Mountain Solutions USA, LLC (dba Global Rope Access – “GRA”) dated October 15, 2024 to expand the scope of work to remove metal panels identified when dismantling the remaining PTFE roof materials at Tropicana Field after Hurricane Milton and increase the contract amount in the amount of \$152,211.19 for such additional work is hereby approved.

BE IT FURTHER RESOLVED that the total contract amount shall not exceed \$568,566.48.

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

BE IT FURTHER RESOLVED that there is hereby approved the following supplemental appropriation in the amount of \$153,000 from the unappropriated balance of the General Fund to the Enterprise Facilities Department, Administration Division (282-1813), FY 25 Milton Tropicana Field Project (20858) for FY25:

General Fund

Enterprise Facilities Department, Administration Division (282-1813),
FY 25 Milton Tropicana Field Project (20858)

\$153,000

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00779442

DEPARTMENT:



BUDGET



CHANGE ORDER

**GRA**
Global Rope Access

CHANGE ORDER Number: 01

CLIENT City of St. Petersburg

DATE 14-Nov-24

PROJECT #: 41205

PROJECT NAME: Tropicana Stadium Sheet Metal Removal

☒ Attachments

The Change(s) to the Work are as Follows: (attach sketch if necessary for clarification)

Remove sheet metal pieces (roughly 8 ft in length) from all upper cables on the stadium. GRA assumes there to be about 400+ pieces still in place

ATTACHMENTS

DOCUMENT/DRAWING #	DATE	REVISION	DOCUMENT TYPE
q41211 COSP Tropicana Field Roof Cable Cover Sheet Metal Removal	7-Nov-24	N/A	Cost Estimate

TYPE OF CHANGE: ☒ Scope Change ☐ Owner's Request

Projected modification of the Work Schedule including to Substantial Completion Date and the Final Work Date:

Schedule Impact: ☒ Yes ☐ No

Change in Duration in days: 8 days

Revised Substantial Completion Date: Dependent on remob date

Critical Path Impact: ☐ Yes ☐ No

Revised Final Work Date:

Compensation Type: ☐ Fixed Price ☐ Unit Rate ☐ Reimbursable ☒ OtherCost Impact: ☒ Yes ☐ No

Change Order Amount (A)

\$152,211.19

The Subcontractor shall include the amount of such Change in its next application for payment in a separate line item.

Original Sub-Contract Amount (B)

\$416,355.29

Amount of previously approved Change Orders (C)

\$0.00

Revised Sub-Contract Amount (D) = A+B+C

\$568,566.48

ISSUED BY:

Name: Gareth Rider

Title: Project Manager

Date: November 14, 2024

APPROVED BY: **This Change Order is not valid unless signed by an authorized representative.**

Client:

Sign:

Date:

ESTIMATE - GLOBAL ROPE ACCESS



Global Mountain Solutions USA, LLC 510 Washington Avenue, S

Estimate#	41211
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Estimator:	PREP
Project Name:	Tropicana Field Roof Cable Cover Sheet Metal Removal

Prepared on:	Nov 7 2024
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Prepared by:	Andrew Fodor
--------------	--------------

Email: andrew.fodor@globalropeaccess.com

Email:	andrew.rodor@globalpeaceaccess.com
Phone:	604-240-2954

Email:	elizabeth.herendeen@stpete.org
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	City of St Petersburg	Attn: Elizabeth Herendeen	Elizabeth Herendeen	Email: elizabeth.herendeen@stpete.org						
Category	Description	Ph:	# of Days	QTY(day)	Total #	Reg hrs	1.5x hrs	2x hrs	Unit Price	
Planning										
	Safe Work Plan		1.0	1.0	1.0	2.0			\$ 105.00	\$ 210.00
	Project Management		4.0	1.0	4.0	1.0			\$ 182.00	\$ 728.00
	Project Coordinator		2.0	1.0	2.0	1.0			\$ 105.00	\$ 210.00
sub total										\$ 1,148.00
Mobilization										
Management Site Visit	Mobilization		2.0	1.0	2.0				\$ 500.00	\$ 1,000.00
Management Site Visit	Accommodations		1.0	4.0	4.0				\$ 250.00	\$ 1,000.00
Management Site Visit	Management		1.0	3.0	3.0	8.0	2.0		\$ 128.00	\$ 4,224.00
Management Site Visit	Rental Vehicle		1.0	3.0	3.0				\$ 260.00	\$ 780.00
Crew Mob/Demob	Flights		2.0	7.0	14.0				\$ 650.00	\$ 9,100.00
Crew Mob/Demob	GRA L3 Site Supervisor		2.0	1.0	2.0				\$ 250.00	\$ 500.00
Crew Mob/Demob	Rope Access Technician		2.0	7.0	14.0				\$ 250.00	\$ 3,500.00
Crew Mob/Demob	Travel Per Diem: 3 meals/day		2.0	7.0	14.0				\$ 66.00	\$ 924.00
sub total										\$ 21,028.00
Operations										
	Project Management		7.0	1.0	7.0	4.0			\$ 182.00	\$ 5,096.00
	GRA L3 Site Supervisor		7.0	1.0	7.0	8.0	2.5		\$ 110.00	\$ 9,047.50
	Rope Access Technician		7.0	7.0	49.0	8.0	2.0		\$ 95.00	\$ 51,205.00
Saturday	GRA L3 Site Supervisor		1.0	1.0	1.0		10.5		\$ 110.00	\$ 1,732.50
Saturday	Rope Access Technician		1.0	7.0	7.0		10.0		\$ 95.00	\$ 9,975.00
sub total										\$ 77,056.00
Equipment										
	Rope Access Equipment: Technician Kit		8.0	8.0	64.0				\$ 55.00	\$ 3,520.00
weekly	Project Rigging		8.0	1.0	8.0				\$ 50.00	\$ 400.00
weekly	Equipment: Project Tools		8.0	1.0	8.0				\$ 55.00	\$ 440.00
	Equipment: Cable Rollers		8.0	8.0	64.0				\$ 25.00	\$ 1,600.00
	Materials: Technician PPE		8.0	8.0	64.0				\$ 5.00	\$ 320.00
	Rescue Kit		8.0	1.0	8.0				\$ 25.00	\$ 200.00
sub total										\$ 6,480.00
Vehicle										
wet rate	Rental Vehicle		9.0	1.0	9.0				\$ 260.00	\$ 2,340.00
	Fuel		0.0	0.0	0.0				\$ 0.96	\$ -
sub total										\$ 2,340.00
Per Diem										
	Per Diem		9.0	8.0	72.0				\$ 66.00	\$ 4,752.00
sub total										\$ 4,752.00
Accom										
	Single occ. Hotel		11.0	8.0	88.0				\$ 250.00	\$ 22,000.00
sub total										\$ 22,000.00
Expenses										
mob / demob	Shipping								\$ 7,000.00	\$ 7,000.00
	Expenses								15%	\$ 5,118.00
sub total										\$ 12,118.00
										\$ 146,922.00
Bonding										
	Payment Bond								1.8%	\$ 2,644.60
	Performance Bond								1.8%	\$ 2,644.60
sub total										\$ 5,289.19
Please treat this as an informed estimate, it is to be reviewed with the proposal provided GRA will invoice per time and materials as approved by client Terms & Conditions outlined in Proposal or Rate Sheet apply to Estimate, valid once contract is signed or PO accepted									TOTAL	\$ 152,211.19



Approvals - gcc

Report • Printed on November 26, 2024

Approved

12/12 Council - Global Rope Access - Trop Field - Amendment

▼ Attachments



GRA - Trop Field Amendment ·

<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved



Step 3: Approved by

Claude Tankersley

11/26/2024 1:35:55 PM



Step 2: Approved by

Elizabeth M. Makofske

11/26/2024 9:32:42 AM



Step 1: Approved by

Brejesh Prayman

11/26/2024 9:29:35 AM



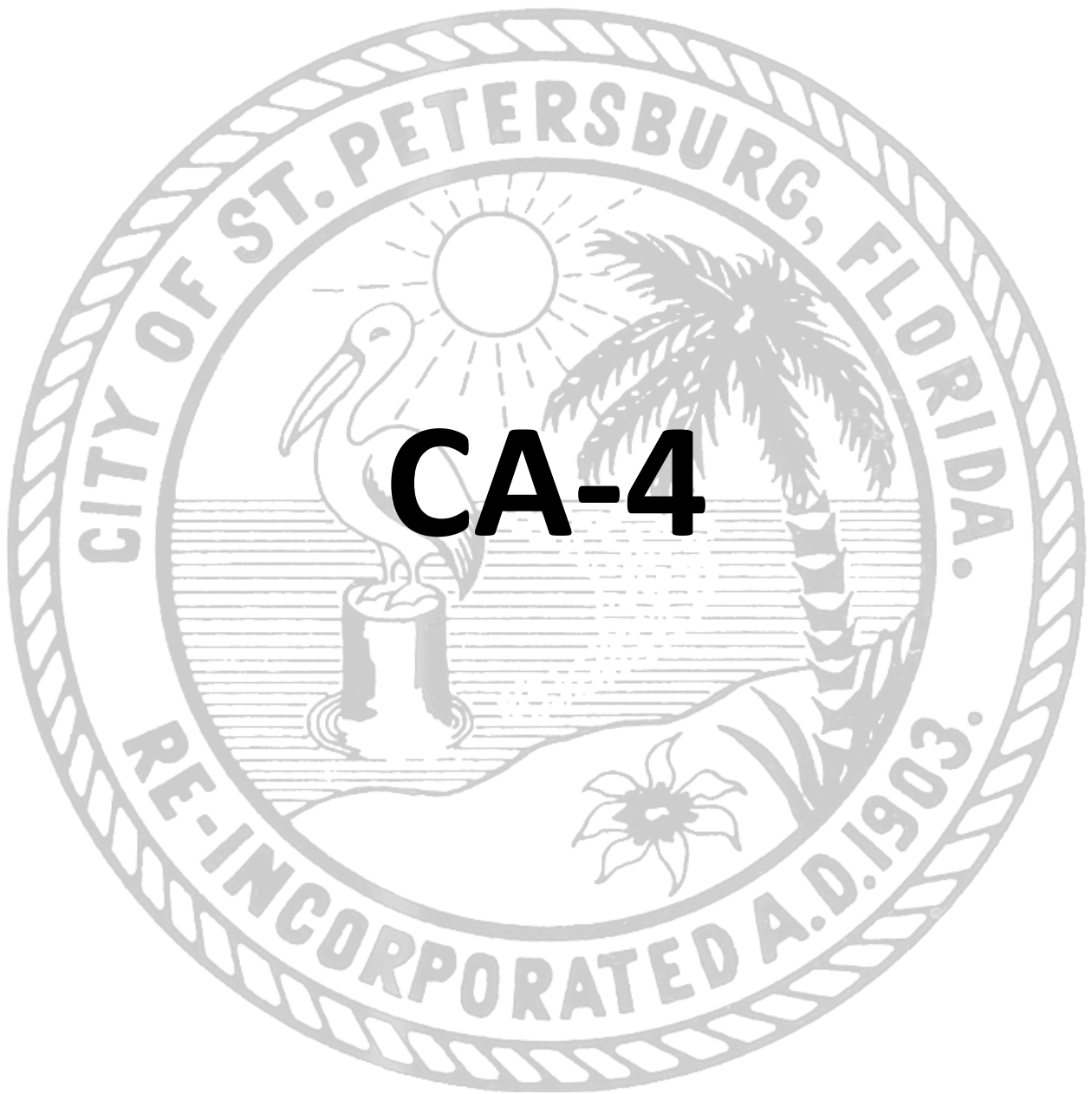
Requested by

Sarah B. Johnson

11/26/2024 9:26:13 AM

The following page(s) contain the backup material for Agenda Item: A resolution approving funding, subject to certain conditions, from the City's Home American Rescue Plan (Home ARP) funds to Directions For Mental Health, Inc d/b/a Directions For Living, for (I) \$484,827 for supportive services (rental assistance), and (II) \$151,832 for nonprofit capacity building assistance, for a total of \$636,659, in accordance with the Home-ARP Plan; authorizing the Mayor or his designee to execute a subrecipient agreement and any other documents necessary to effectuate this transaction; and providing an effective date.

Please scroll down to view the backup material.



CA-4

ST. PETERSBURG CITY COUNCIL
REPORT
(Consent)
Meeting of December 12, 2024

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

SUBJECT: The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter those experiencing homeless and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocation in Fiscal Year 2021. On September 22, 2021, HUD forwarded a Grant Agreement to the City of St. Petersburg for a total amount of \$3,036,659.00 in HOME American Rescue Plan (“HOME ARP”) funding. City Council approved the acceptance of the funding by Resolution 21-576 on December 2, 2021.

In accordance with the HOME ARP Grant Agreement, the City secured the services of Wade Trim, a local consultant agency, to assist with the preparation of the HOME ARP Plan by conducting workshops that determined the priority needs. Needs assessment forums were conducted on November 29, 2022, November 30, 2022, and December 12, 2022. The needs assessments discussed the topics listed below with interested parties in attendance:

- HOME-ARP Rental Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services – Homeless Prevention
- Non-Congregate Shelters
- Nonprofit Operating and Capacity Building Assistance
- Administration and Planning

After completion of the needs assessment forums, the HOME-ARP Plan was developed identifying the highest priorities for use of the funding as: (1) creating affordable housing, (2) capacity building, and (3) supportive service activities. At the first public hearing conducted on January 17, 2023, the Affordable Housing Advisory Committee (“AHAC”) heard the merits of the HOME-ARP program and drafted the below proposed budget:

- \$2,000,000 Development of Affordable Rental Housing
- \$484,827 Homeless Prevention – Rental Assistance
- \$151,832 Nonprofit Capacity Building
- \$400,000 Administration and Planning

Resolution 2023-121 was adopted by City Council on March 2, 2023, approving above activities as the HOME-ARP plan to address the needs of Qualifying Populations (QP) for \$3,036,659 in HOME-APR funding. The HOME-ARP plan states that the Homeless Prevention – Rental Assistance and Nonprofit Capacity Building funds were to be jointly awarded. The amount of funding available for Homeless Prevention and \$636,659 - \$484,827 for Homeless Prevention – Rental Assistance for Families and \$151,832 for Nonprofit Capacity Building for Homeless Prevention.

September 12, 2024, the City released a request for proposal (notice of funding availability) for Homeless Prevention- Rental Assistance for Families (“RFP”), encompassing HOME ARP Funds for supportive services (rental assistance) and nonprofit capacity building assistance, to solicit agencies that have experience with the delivery of services to the homeless, or those at risk of becoming homeless. On November 15, 2024 the City held a review and rank committee meeting to evaluate the proposals received in response to the RFP and based the criteria set forth in the RFP. There were two proposals submitted that met the qualifications of the RFP and were reviewed and ranked by the committee. As the RFP with the highest ranking, the committee recommended funding to Directions for Mental Health, Inc d/b/a Directions for Living for funding.

RECOMMENDATION: In accordance with the review and rank committee, Administration recommends that City Council approve funding, subject to certain conditions, from HOME ARP Funds to Directions for Mental Health, Inc d/b/a Directions for Living, a Florida not for profit corporation, as follows: (I) \$484,827 for supportive services (rental assistance), and (II) \$151,832 for nonprofit capacity building assistance, for a total of \$636,659, in accordance with the HOME ARP Plan; and

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the HOME ARP Fund (1116). Housing and Community Development Department, Administration Division (082-1089).

Attachments: Resolution

APPROVALS:

Administration: Avery Rosnick Slyker

Budget: Lance Stanford

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING FUNDING, SUBJECT TO CERTAIN CONDITIONS, FROM THE CITY'S HOME AMERICAN RESCUE PLAN (HOME ARP) FUNDS TO DIRECTIONS FOR MENTAL HEALTH, INC D/B/A DIRECTIONS FOR LIVING, FOR (I) \$484,827 FOR SUPPORTIVE SERVICES (RENTAL ASSISTANCE), AND (II) \$151,832 FOR NONPROFIT CAPACITY BUILDING ASSISTANCE, FOR A TOTAL OF \$636,659, IN ACCORDANCE WITH THE HOME-ARP PLAN; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SUBRECIPIENT AGREEMENT AND ANY OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City was allocated \$3,036,659 in HOME American Rescue Plan ("HOME-ARP") funds ("HOME ARP Funds"), to assist Qualifying Populations as defined as follows: (1) homeless, (2) at-risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, and (4) other populations where providing supportive services or assistance would prevent families from becoming homeless, or serve those with the greatest risk of housing instability; and

WHEREAS, on December 2, 2021, City Council by Resolution No. 2021-576 approved the acceptance of the HOME ARP Funds and a supplemental appropriation of the HOME ARP Funds; and

WHEREAS, on March 2, 2023, City Council by Resolution No. 2023-121 approved the City's HOME ARP Funds allocation plan ("HOME ARP Plan"), which includes a budget for several categories permitted under HOME ARP, including but not limited to, \$484,827 for supportive services (including rental assistance), and \$151,832 for nonprofit capacity building assistance; and

WHEREAS, on September 12, 2024, the City released a request for proposal (notice of funding availability) for Homeless Prevention- Rental Assistance for Families ("RFP"), encompassing HOME ARP Funds for supportive services (rental assistance) and nonprofit capacity building assistance, to solicit agencies that have experience with the delivery of services to the homeless, or those at risk of becoming homeless; and

WHEREAS, the City received two proposals in response to the RFP; and

WHEREAS, on November 15, 2024, the City held a review and rank committee

meeting to evaluate the proposals received in response to the RFP based on the criteria set forth in the RFP; and

WHEREAS, in accordance with the recommendation of the review and rank committee, Administration recommends that City Council approve funding, subject to certain conditions, from HOME ARP Funds to Directions for Mental Health, Inc d/b/a Directions for Living, a Florida not for profit corporation, as follows: (I) \$484,827 for supportive services (rental assistance), and (II) \$151,832 for nonprofit capacity building assistance, for a total of \$636,659, in accordance with the HOME ARP Plan; and

WHEREAS, Administration recommends approval of this resolution as the funding will be used to further assist eligible households in need of homeless prevention; and

WHEREAS, this funding will be subject to certain conditions to be set forth in a subrecipient agreement and/or other documents required to effectuate this transaction.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that funding, subject to certain conditions, from the City's HOME American Rescue Plan (HOME-ARP) funds to Directions for Mental Health, Inc d/b/a Directions for Living, a Florida not for profit corporation, for (I) \$484,827 for supportive services (rental assistance), and (II) \$151,832 for nonprofit capacity building assistance, for a total of \$636,659, is hereby approved in accordance with the HOME ARP Plan, as detailed in the foregoing recitals.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute a subrecipient agreement and any other documents necessary to effectuate this transaction.

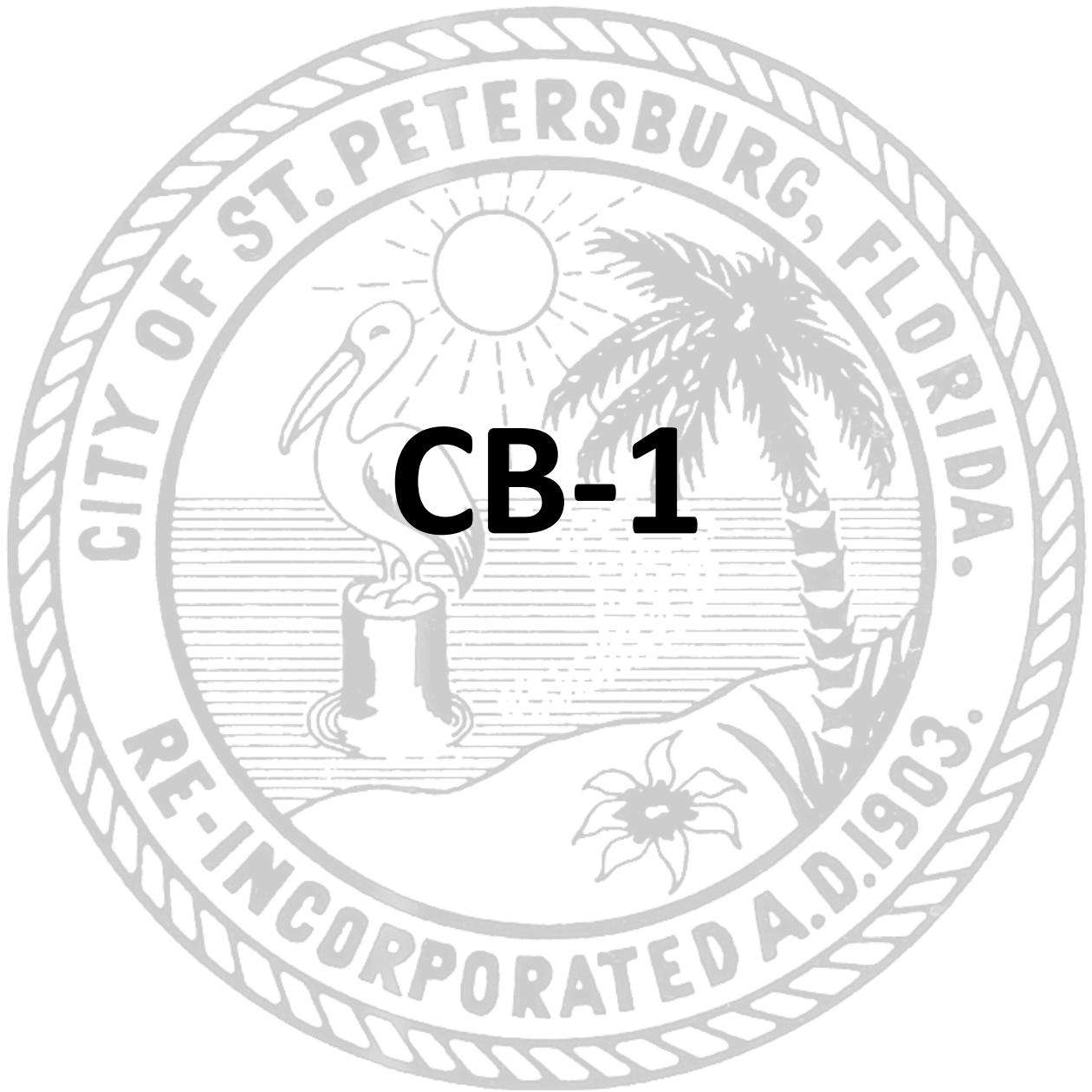
This resolution shall become effective immediately upon its adoption.

Approvals:

Legal: Isabella Sabel
00777981

Administration: McFoster

The following page(s) contain the backup material for Agenda Item: Accepting Statements of Qualifications from Airport Design Consultants, Inc., American Infrastructure Development, Inc., Michael Baker International, Inc., and Mohsen Design Group Incorporated for Consulting Services, Albert Whitted Airport Projects for the Engineering and Capital Improvements Department. Please scroll down to view the backup material.



CB-1

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 12, 2024

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

Subject: Accepting Statements of Qualifications from Airport Design Consultants, Inc., American Infrastructure Development, Inc., Michael Baker International, Inc., and Mohsen Design Group Incorporated for Consulting Services, Albert Whitted Airport Projects for the Engineering and Capital Improvements Department.

Explanation: On July 9, 2024, the City issued a Request for Qualifications, RFQ-24-207, for Consulting Services, Albert Whitted Airport Projects. On August 8, 2024, the City received six Statements of Qualifications (SOQs) from the following firms:

1. Airport Design Consultants, Inc.
2. American Infrastructure Development, Inc.
3. C&S Engineers
4. Infrastructure Consulting & Engineering, PLLC, LLC
5. Michael Baker International, Inc.
6. Mohsen Design Group Incorporated

Evaluations of the proposals were conducted by the following staff:

Evan Birk, Engineering Design Manager
Michael Gebler, Senior Capital Projects Coordinator
Richard Lesniak, Airport Manager
Gregory Ashley, Civil Engineer III

The Statements of Qualifications were evaluated based on the following criteria:

Team Background and Key Staff Availability
Experience and Relevant Project Examples
Project Approach
Is the firm an SBE/WBE/MBE/DBE?
Does the Project Team include SBE/WBE/MBE/DBE?

On September 13, 2024, the SOQs were evaluated solely on the evaluation criteria established in the RFQ. The evaluation committee discussed each firm's qualifications and decided to shortlist all six firms.

On September 24, 2024, the six firms were invited to make oral presentations before the evaluation committee. The firms were scored, and the top four ranked firms were recommended for award.

The four firms have met the qualifications of RFQ 24-207, dated July 9, 2024. The firms will be entering into an A/E agreement for one (1) year with three (3) successive one (1) year periods, and a contract purchase agreement will be issued to each firm and will be binding only for actual services rendered.

Cost/Funding/Assessment Information: Funds have been previously appropriated in projects and programs, and user agencies, or will be appropriated at the time a task order is approved by City Council.

Attachments: Technical Evaluation (1 page)
Resolution

Technical Evaluation
RFQ-24-207: Consulting Services, Albert Whitted Airport Projects

Evaluated Firms

1. Airport Design Consultants, Inc.
2. American Infrastructure Development, Inc.
3. C&S Engineers
4. Infrastructure Consulting & Engineering, PLLC, LLC
5. Michael Baker International, Inc.
6. Mohsen Design Group Incorporated

Evaluation Criteria

The SOQs were evaluated and scored based on the following criteria:

Team Background and Key Staff Availability	30 possible points
Experience and Relevant Project Examples	25 possible points
Project Approach	20 possible points
Is the firm an SBE/WBE/MBE/DBE	12 possible points
Does the Project Term include an SBE/WBE/MBE/DBE	8 possible points

Tabulation of Scores

The evaluation committee scored the firms based on a possible total score of 95 were as follows:

Company	Score	Rank
American Infrastructure Development, Inc.	74	1
Michael Baker International, Inc.	61.10	2
C&S Engineers	58.50	3
Mohsen Design Group Incorporated	57.90	4
Infrastructure Consulting & Engineering, PLLC, LLC	56.90	5
Airport Design Consultants, Inc.	56.50	6

All six were invited back to make presentations and provide insights on their understanding of the projects. The evaluation committee scored the shortlisted firms, considering their SOQ as well as their interviews. The final aggregate scores of submittals and presentations as follows:

Company	Score	Rank
American Infrastructure Development, Inc.	78	1
Mohsen Design Group Incorporated	75.88	2
Michael Baker International, Inc.	68.13	3
Airport Design Consultants, Inc.	62.63	4
C&S Engineers	60.75	5
Infrastructure Consulting & Engineering, PLLC, LLC	58.75	6

The top four ranking firms have met the requirements for RFQ-24-207 and were determined to be the most qualified firms, taking into consideration their experience of providing these services and the evaluation criteria set forth in the RFQ.

RESOLUTION NO. 2024-____

A RESOLUTION ACKNOWLEDGING THE SELECTION OF AIRPORT DESIGN CONSULTANTS, INC., AMERICAN INFRASTRUCTURE DEVELOPMENT, INC., MICHAEL BAKER INTERNATIONAL, INC., AND MOHSEN DESIGN GROUP INCORPORATED AS THE MOST QUALIFIED FIRMS TO PROVIDE MISCELLANEOUS PROFESSIONAL SERVICES FOR ALBERT WHITTED AIRPORT PROJECTS; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE CITY'S STANDARD FORM ARCHITECT/ENGINEERING AGREEMENT WITH SUCH SELECTED FIRMS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 9, 2024, the Procurement & Supply Management Department issued a request for qualifications ("RFQ"), RFQ-24-207 in accordance with the requirements set forth in Florida Statute § 287.055 (the Consultant's Competitive Negotiation Act, or CCNA) to engage the most qualified firm(s) to provide miscellaneous professional services for Albert Whitted Airport Projects; and

WHEREAS, on August 8, 2024, the Procurement & Supply Management Department received six statements of qualifications (SOQs) in response to the RFQ; and

WHEREAS, on September 13, 2024, the selection committee (Evan Birk, Michael Gebler, Richard Lesniak, and Gregory Ashley) met to discuss the SOQs, shortlisted all six firms, and motioned to hear presentations and conduct interviews on September 24, 2024 with the six shortlisted firms; and

WHEREAS, on September 24, 2024 the six shortlisted firms made presentations to the selection committee and interviews were conducted; and

WHEREAS, based on the presentations, interviews, deliberations, and SOQs by the six shortlisted firms, the selection committee ranked the following four firms as the most qualified firms to provide miscellaneous professional services for Albert Whitted Airport Projects: (1) Airport Design Consultants, Inc., (2) American Infrastructure Development, Inc., (3) Michael Baker International, Inc., and (4) Mohsen Design Group Incorporated; and

WHEREAS, the firms are required to execute the City's form architect/engineering agreements ("A/E Agreements"); and

WHEREAS, the firms have agreed to the terms and conditions set forth in the A/E Agreements; and

WHEREAS, from time to time the City will issue task orders to such firms for the firms to provide professional services in accordance with the firm's A/E Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the selection of (1) Airport Design Consultants, Inc., (2) American Infrastructure Development, Inc., (3) Michael Baker International, Inc., and (4) Mohsen Design Group Incorporated as the most qualified firms to provide miscellaneous professional services for Albert Whitted Airport Projects is hereby acknowledged.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the City's form architect/engineering agreements with such selected firms.

This resolution shall become effective immediately upon its adoption.

LEGAL:


00779226

DEPARTMENT:





Approvals - gcc

Report • Printed on November 21, 2024

Approved

Consent Item: 906-06 Consulting Services, Albert Whitted Airport Projects, December 12, 2024 (GD)

Please see attached consent item for approvals.

▼ Attachments



Consent Item

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

▼ Final status: Approved



Step 4: 1 of 2 recipients approved >

Sarah B. Johnson, Claude Tankersley



Step 3: Approved by

Brejesh Prayman

11/20/2024 11:19:14 AM



Step 2: Approved by

Stephanie N. Swinson

11/14/2024 1:19:30 PM



Step 1: Approved by

Margaret B. Wahl

11/14/2024 1:10:25 PM



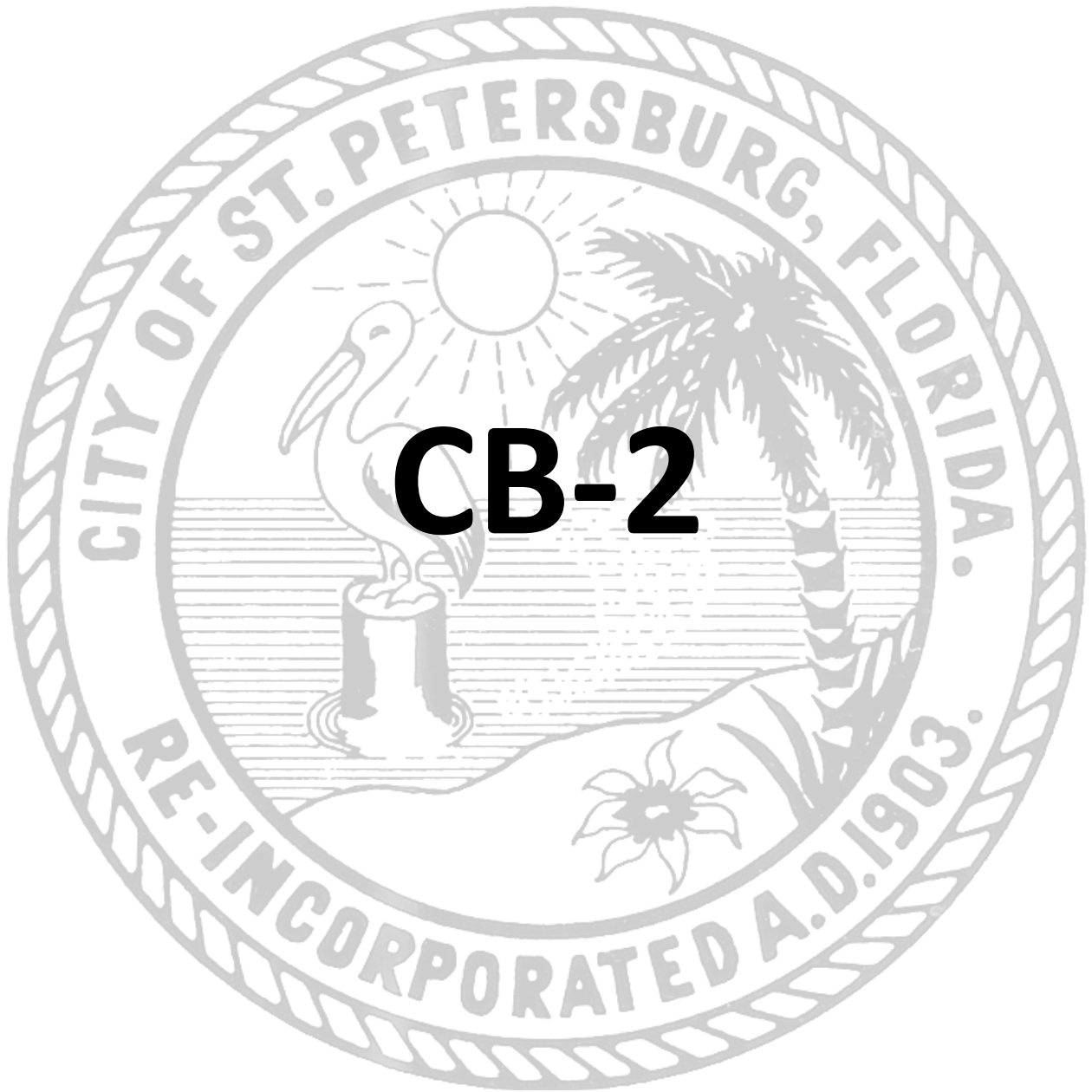
Requested by

Gabriella DiPiazza

11/14/2024 10:25:27 AM

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a License Agreement with Saint Pete Dolphins Incorporated, a Florida not-for-profit corporation, for the use of 1) a concession stand/storage area within a portion of City-owned 31st Street Sports Complex, located at 4801 31st Street South, St. Petersburg (North Field) and 2) a building within a portion of City-owned Wildwood Park located at 2560 10th Avenue South, St. Petersburg, for a period of thirty-six (36) months for a fee of \$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

Please scroll down to view the backup material.



CB-2

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 12, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a License Agreement with Saint Pete Dolphins Incorporated, a Florida not-for-profit corporation, for the use of 1) a concession stand/storage area within a portion of City-owned 31st Street Sports Complex, located at 4801 31st Street South, St. Petersburg (North Field) and 2) a building within a portion of City-owned Wildwood Park located at 2560 10th Avenue South, St. Petersburg, for a period of thirty-six (36) months for a fee of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: The Real Estate and Property Management Department received a request from the Community Enrichment Administration to prepare a License Agreement ("License") with Saint Pete Dolphins Incorporated, a Florida not-for-profit corporation ("Licensee"), for the use of two buildings located within City-owned 31st Street Sports Complex located at 4801 31st Street South, St. Petersburg, Florida, and Wildwood Park located at 2650 10th Avenue South, St. Petersburg, Florida. Premises A will be used for concessions and storage of equipment during scheduled little league football game activities. Premises B, where practices are held, will be used for meeting space, storage and little league registration. The locations of Premises A and Premises B (collectively "Premises") are described as follows:

31ST STREET SPORTS COMPLEX

Premises A:- Concession Stand/Storage Area (North Field) located at 4801 31st Street South, St. Petersburg.
Pinellas County Parcel I.D. No.: 02/32/16/56061/001/0010

WILDWOOD PARK

Premises B:- A building located at approximately 2567 11th Avenue South, St. Petersburg.
Pinellas County Parcel I.D. No.: 26/31/16/97582/001/0010

The proposed License will be for a term of thirty-six (36) months, subject to City Council approval. The fee is thirty-six dollars (\$36.00) for the entire term. The Licensee is responsible for: (i.) all interior and exterior maintenance of both buildings (excluding restrooms); (ii.) payment of utilities including but not limited to, electricity, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees; and (iii.) any applicable taxes and insurance.

The Licensee will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Licensee's

use of the Premises. The License may be terminated without cause by either party with ninety (90) days written notice prior to the scheduled date of termination. Under the terms of the License, the City is under no obligation to provide a replacement facility under any circumstances.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park and waterfront property. This resolution requires that when leasing City property to a non-profit, private organization " the organization pays operating costs plus a reserve for replacement." Due to the limited financial resources of this organization, nominal rent is being charged and it is recommended that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior licenses with this and other non-profit organizations."

Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially zoned property with approval by an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a License Agreement with Saint Pete Dolphins Incorporated, a Florida not-for-profit corporation, for the use of 1) a concession stand/storage area within a portion of City-owned 31st Street Sports Complex located at 4801 31st Street South, St. Petersburg (North Field) and 2) a building within a portion of City-owned Wildwood Park located at 2650 10th Avenue South, St. Petersburg, for a period of thirty-six (36) months for a fee of \$36.00 for the term; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustrations and Resolution

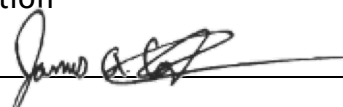
APPROVALS: Administration:  AMF
Budget: N/A

ILLUSTRATION
PREMISES A

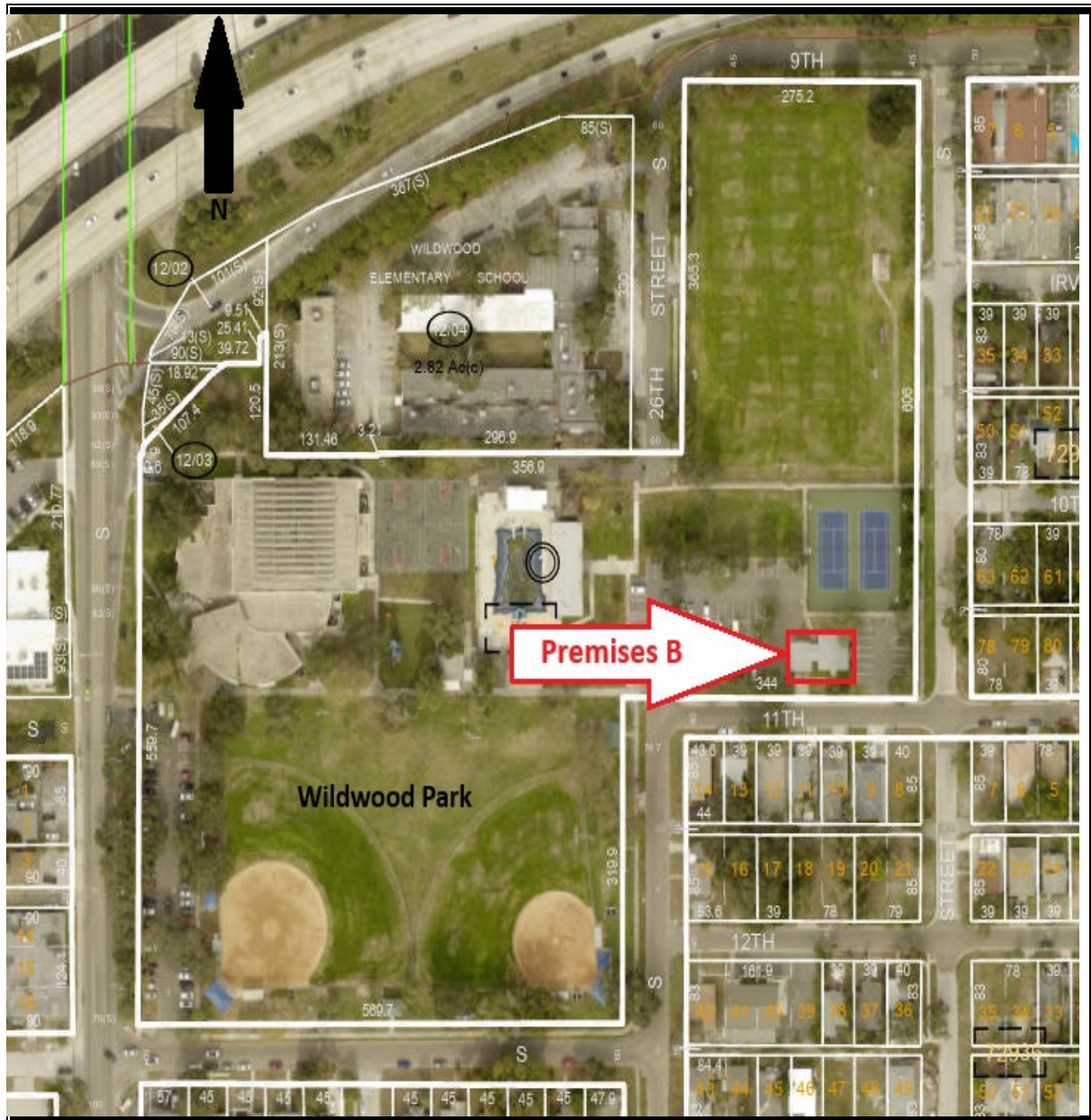


Premises A: Concession Stand/Storage Area

Address: Located within 4801 31st Street South, St. Petersburg, Florida

Legal Description: MAXIMO ATHLETIC COMPLEX BLK 1, LOT 1

ILLUSTRATION PREMISES B



Premises B: Building to be used for meeting space, storage and little league registration
Address: Located at approximately 2567 11th Avenue South, St. Petersburg
Legal Description: WILDWOOD FOOTBALL COMPLEX BLK 1, LOT 1

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH SAINT PETE DOLPHINS INCORPORATED, A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR THE USE OF 1) A CONCESSION STAND/STORAGE AREA WITHIN A PORTION OF CITY-OWNED 31ST STREET SPORTS COMPLEX LOCATED AT 4801 31ST STREET SOUTH, ST. PETERSBURG (NORTH FIELD), AND 2) A BUILDING WITHIN A PORTION OF CITY-OWNED WILDWOOD PARK LOCATED AT 2650 10TH AVENUE SOUTH, ST. PETERSBURG, FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR A FEE OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Saint Pete Dolphins Incorporated, a Florida not-for-profit corporation ("Licensee"), desires to utilize certain City-owned properties for uses related to youth athletics, as follows:

31ST STREET SPORTS COMPLEX

Premises-A - Concession Stand/Storage Area (North Field)
located at 4801 31st Street South, St. Petersburg
Pinellas County Parcel I.D. No.: 02/32/16/56061/001/0010
As further described and depicted in Exhibit A, attached hereto and incorporated herein

WILDWOOD PARK

Premises-B - A building located at approximately 2567 11th
Avenue South, St. Petersburg.
Pinellas County Parcel I.D. No.: 26/31/16/97582/001/0010
As further described and depicted in Exhibit B, attached hereto and incorporated herein

(collectively referred to as the "Premises"); and

WHEREAS, the proposed License Agreement ("License") will be for a term of thirty-six (36) months, at an aggregate fee of \$36.00, to be paid on or before the effective date of the License; and

WHEREAS, the Licensee is responsible for (i.) all interior and exterior maintenance of the Premises (excluding the restrooms); (ii.) payment of utilities including, but not limited to, electricity, telephone, internet service, water, gas, cable/satellite television, sewerage, garbage and trash collection; and (iii.) any applicable taxes and insurance; and

WHEREAS, the License is in accordance with the policies established in Resolution No. 79-740A provided; however, due to the limited financial resources of the organization, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior licenses with this and other non-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of leases for Park and Waterfront property for three (3) years or less on residentially zoned property with approval by an affirmative vote of at least six (6) members of City Council.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is hereby authorized to execute a license agreement with Saint Pete Dolphins Incorporated, a Florida not-for-profit corporation, for the use of the Premises, for a period of thirty-six (36) months for a fee of \$36.00, as more fully described in the foregoing recitals and depicted in Exhibit A and Exhibit B; and to execute all documents necessary to effectuate same; and

BE IT FURTHER RESOLVED that the reserve for replacement requirement of City Council Resolution No. 79-740A is waived.

This resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)00778323

Community Enrichment Administration:

Michael J. Jefferis, Administrator

Real Estate and Property Management:



Aaron Fisch, Director

EXHIBIT A

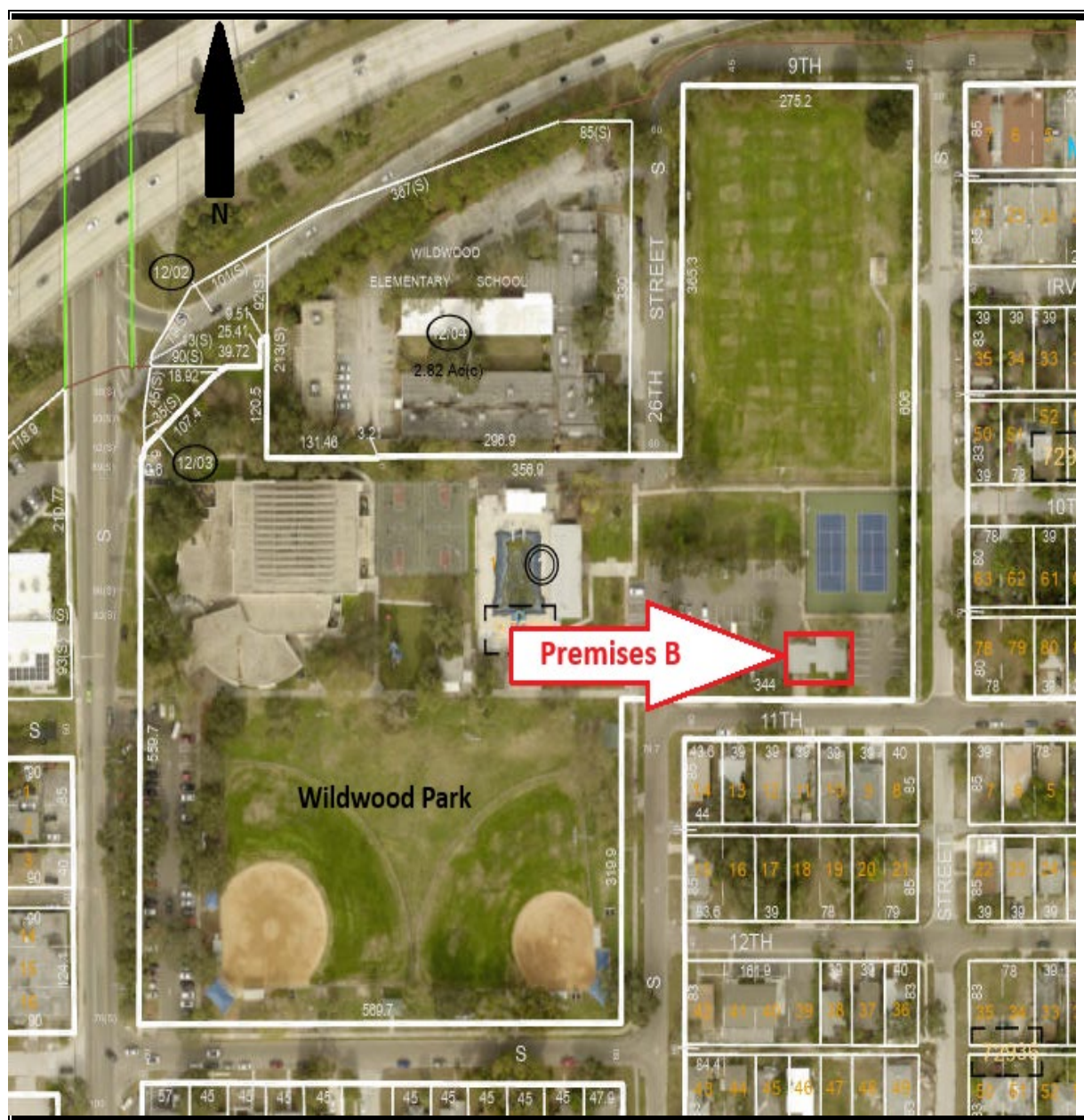


Premises A: Concession Stand/Storage Area

Address: Located within 4801 31st Street South, St. Petersburg, Florida

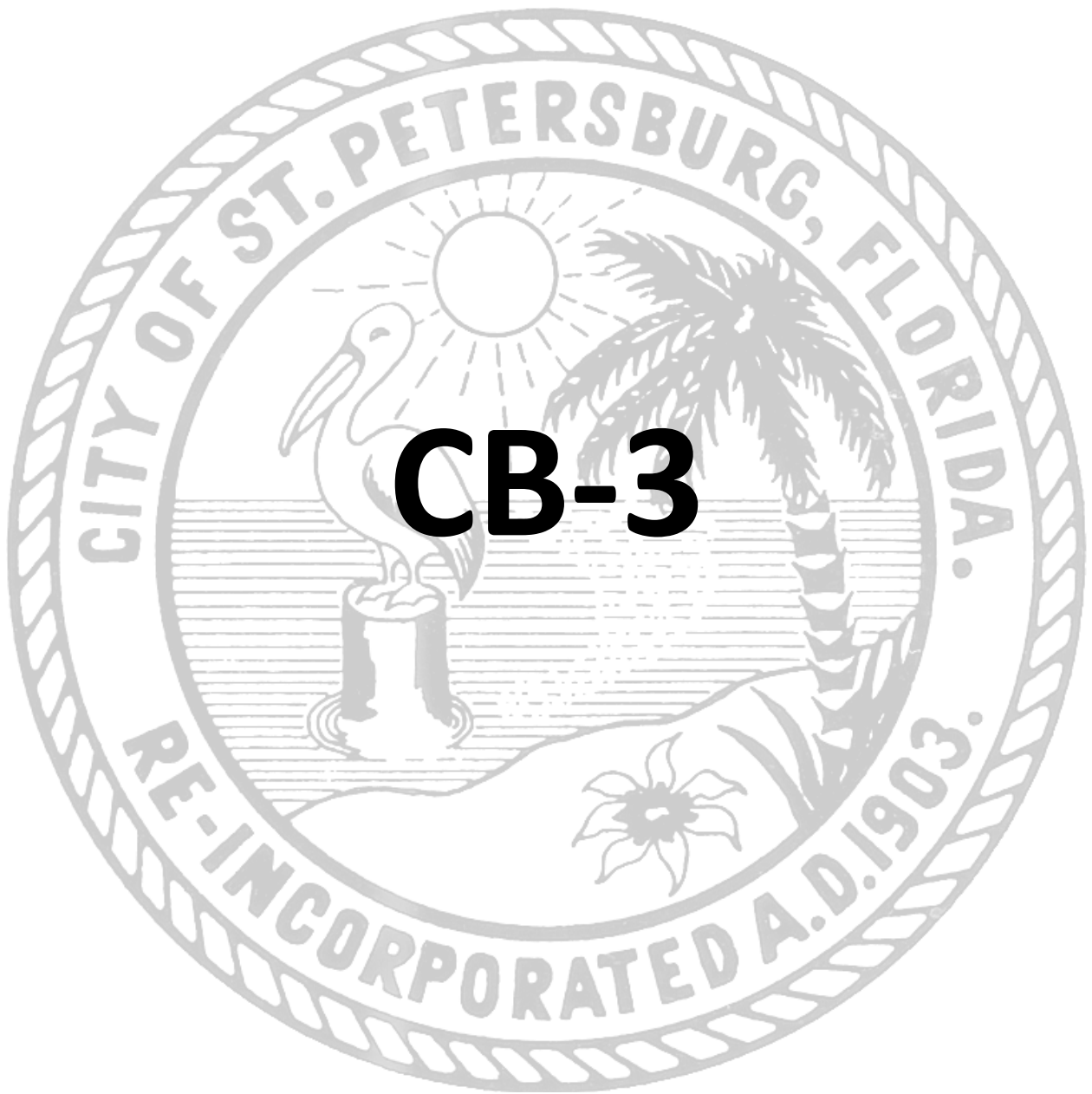
Legal Description: MAXIMO ATHLETIC COMPLEX BLK 1, LOT 1

EXHIBIT B



Premises B: Building to be used for meeting space, storage and little league registration
 Address: Located at approximately 2567 11th Avenue South, St. Petersburg
 Legal Description: WILDWOOD FOOTBALL COMPLEX BLK 1, LOT 1

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a twelve (12) month Lease Agreement with Galen of Florida, Inc. ("Lease"), for the St. Petersburg Police Department's use of ±125 sq. ft. of space within the HCA Florida St. Petersburg Hospital located at 6500 38th Avenue North, Suite BLDG, St. Petersburg, for the purpose of locating a Police Resource Center; and to execute subsequent renewals of this Lease under the same basic terms and conditions not to exceed four (4) additional 1-year terms
Please scroll down to view the backup material.



CB-3

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 12, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a twelve (12) month Lease Agreement with Galen of Florida, Inc. ("Lease"), for the St. Petersburg Police Department's use of ±125 sq. ft. of space within the HCA Florida St. Petersburg Hospital located at 6500 38th Avenue North, Suite BLDG, St. Petersburg, for the purpose of locating a Police Resource Center; to execute subsequent renewals of this Lease under the same basic terms and conditions not to exceed four (4) additional 1-year terms; and to execute all documents necessary to effectuate same; and providing an effective date.

EXPLANATION: The Real Estate & Property Management Department received a request from the St. Petersburg Police Department, Community Awareness Division ("SPPD") to initiate a lease agreement between the City of St. Petersburg ("City") and Galen of Florida, Inc., for the purpose of utilizing space within the HCA Florida St. Petersburg Hospital located at 6500 38th Avenue North, St. Petersburg ("Building"), to locate a Police Resource Center ("Resource Center").

The SPPD formerly operated a SPPD-Community Resource Center from a storefront at the Disston Plaza Shopping Center located at 3501 49th Street South, St. Petersburg, since October 15, 2020. It was recently decided that the SPPD-CRC would no longer be necessary at the Shopping Center due to budget constraints not supportive of the costly repairs needed for the HVAC and other areas to operate a SPPD-CRC from the Shopping Center.

Therefore, SPPD located a smaller office space on the west side of St. Petersburg that could be utilized for daily operations by SPPD officers as a break area and for report writing, to include parking as designated. SPPD negotiated with the property manager representing Galen of Florida, Inc., owner of HCA Florida Hospital St. Petersburg ("Landlord"), the terms and conditions to utilize a unit within the Building to house a location for a Resource Center on the north side of St. Petersburg. In accordance with the SPPD's needs, the Landlord has agreed to designate a room consisting of ±125 sq. ft. of space within the Building for use by SPPD ("Premises").

The proposed Lease Agreement ("Lease") with Galen of Florida, Inc., will be for a period of twelve (12) months ("Term"), subject to City Council approval, with the following major business points:

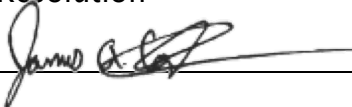
- Rent will be waived during the Term and any Renewal Term.
- The City may renew the Lease for up to four (4) additional 1-year Terms.
- The Premises will be used for daily operations by SPPD officers to serve as a break area and for report writing.
- The City shall only utilize parking spaces not designated by Landlord for public parking at the Building.
- The Landlord will provide electricity, water, general janitorial and cleaning services and light bulb replacement for the Premises.

- The Landlord will repair or maintain structural portions of the Premises, and repair or replace the mechanical, electrical, HVAC, plumbing or other utility systems serving the Premises, including the walls, floors, doors, windows and all structural elements of the Premises (excepting painting and repair or replacement of floor or wall coverings).
- The Landlord will maintain all common areas, facilities, and exterior of the Building, outdoor areas, the grounds (i.e., landscaping and irrigation), pest/rodent control, elevator maintenance and inspection, fire alarm and fire extinguisher maintenance and inspection for the Building.
- The Landlord or the City may unilaterally terminate this Lease, during the Term or any Renewal Term thereof, by providing either party with thirty (30) days written notice.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a twelve (12) month Lease Agreement with Galen of Florida, Inc. ("Lease"), for the St. Petersburg Police Department's use of ±125 sq. ft. of space within the HCA Florida St. Petersburg Hospital located at 6500 38th Avenue North, Suite BLDG, St. Petersburg, Florida for the purpose of locating a Police Resource Center; to execute subsequent renewals of this Lease under the same basic terms and conditions not to exceed four (4) additional 1-year terms; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS: Administration:  AMF
 Budget: N/A

RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A TWELVE (12) MONTH LEASE AGREEMENT WITH GALEN OF FLORIDA, INC. ("LEASE"), FOR THE ST. PETERSBURG POLICE DEPARTMENT'S USE OF ±125 SQ. FT. OF SPACE WITHIN THE HCA FLORIDA ST. PETERSBURG HOSPITAL LOCATED AT 6500 38TH AVENUE NORTH, SUITE BLDG, ST. PETERSBURG, FOR THE PURPOSE OF LOCATING A POLICE RESOURCE CENTER; TO EXECUTE SUBSEQUENT RENEWALS OF THIS LEASE UNDER THE SAME BASIC TERMS AND CONDITIONS NOT TO EXCEED FOUR (4) ADDITIONAL 1-YEAR TERMS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Real Estate & Property Management Department received a request from the St. Petersburg Police Department, Community Awareness Division ("SPPD") to initiate a lease agreement between the City of St. Petersburg ("City") and Galen of Florida, Inc. a Florida profit corporation, for the purpose of utilizing space within the HCA Florida St. Petersburg Hospital located at 6500 38th Avenue North, St. Petersburg, Florida 33710 ("Building") to locate a Police Resource Center ("Resource Center"), as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, SPPD negotiated with the property manager representing Galen of Florida, Inc., owner of HCA Florida St. Petersburg Hospital ("Landlord"), the terms and conditions to utilize a unit within the Building to house a location for a Resource Center on the north side of St. Petersburg.; and

WHEREAS, in accordance with the SPPD's needs, the Landlord has agreed to designate a room consisting of ±125 sq. ft. of space within the Building for use by SPPD, as depicted on Exhibit A, attached hereto and incorporated herein ("Premises"); and

WHEREAS, the proposed Lease Agreement ("Lease") with Galen of Florida, Inc., will be for a period of twelve (12) months ("Term"), subject to City Council approval, with the following major business points:

- Rent will be waived during the Term and any Renewal Term.
- The City may renew the Lease for up to four (4) additional 1-year Terms.
- The Premises will be used for daily operations by SPPD officers to serve as a break area and for report writing.
- The City shall only utilize parking spaces not designated by Landlord for public parking at the Building.

- The Landlord will provide electricity, water, general janitorial and cleaning services, and light bulb replacement for the Premises.
- The Landlord will repair or maintain structural portions of the Premises, and repair or replace the mechanical, electrical, HVAC, plumbing or other utility systems serving the Premises, including the walls, floors, doors, windows and all structural elements of the Premises (excepting painting and repair or replacement of floor or wall coverings).
- The Landlord will maintain all common areas, facilities, and exterior of the Building, outdoor areas, the grounds (i.e., landscaping and irrigation), pest/rodent control, elevator maintenance and inspection, fire alarm and fire extinguisher maintenance and inspection for the Building.
- The Landlord or the City may unilaterally terminate this Lease, during the Term or any Renewal Term thereof, by providing either party with thirty (30) days written notice.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor, or his designee, is hereby authorized to execute a twelve (12) month Lease Agreement with Galen of Florida, Inc. ("Lease"), for the St. Petersburg Police Department's use of ±125 sq. ft. of space within the HCA Florida St. Petersburg Hospital located at 6500 38th Avenue North, Suite BLDG, St. Petersburg, as depicted on Exhibit A, for the purpose of locating a Police Resource Center; to execute subsequent renewals of this Lease under the same basic terms and conditions not to exceed four (4) additional 1-year terms, as detailed in the foregoing recitals; and to execute all documents necessary to effectuate same.

This resolution shall become effective immediately upon its adoption.

Legal:

Isabella Sabel
City Attorney (Designee)
00778490

St. Petersburg Police Department:

Michael Kovacsev
Michael J. Kovacsev, Assistant Chief

Real Estate & Property Management:

Aaron Fisch
Aaron Fisch, Director

EXHIBIT A

Floor Plan or Other Specific Description of Premises

Police Substation - (125 USF/ 0% CAF)



LOCATION

HCA Florida St. Petersburg Hospital, 6500 38th Avenue North, Police Substation
St. Petersburg, FL 33710

The following page(s) contain the backup material for Agenda Item: Authorizing the Mayor, or his designee, to execute a license agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for use of the St. Petersburg Tennis Center located at 650 18th Avenue South, St. Petersburg, Florida, within City-owned Bartlett Park, for a period of three (3) years for an aggregate fee of \$36.00; and waiving the reserve for replacement requirement of City Council Resolution No. 79-740A. (Requires affirmative vote of at least six (6) members of City Council.)

Please scroll down to view the backup material.



CB-4

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 12, 2024

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

SUBJECT: A resolution authorizing the Mayor, or his designee, to execute a license agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for use of the St. Petersburg Tennis Center located at 650 18th Avenue South, St. Petersburg, Florida, within City-owned Bartlett Park, for a period of three (3) years for an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date. ***(Requires affirmative vote of at least six (6) members of City Council.)***

EXPLANATION: Real Estate & Property Management received a request from the Tennis Foundation of St. Petersburg, Inc. ("Tennis Foundation"), to extend its agreement with the City of St. Petersburg ("City"), which has been operating the St. Petersburg Tennis Center ("Tennis Center") for more than twenty (20) years under various agreements with the City. The Tennis Center provides tennis instruction and other activities within City-owned Bartlett Park located at 650 18th Avenue South, St. Petersburg, and exists to provide assistance to St. Petersburg and its citizens by: preserving the Tennis Center; enhancing the Tennis Center's role as a place of tennis learning, furthering engagement and accomplishment, and thereby promoting the "games of a lifetime"; ensuring that the Tennis Center remains a safe haven for the children of St. Petersburg as a respectful and enlightening common ground for diverse cultures and generations; and endeavors to celebrate this historically significant site, while maintaining an economically viable institution.

The proposed License Agreement ("License Agreement") will be for a term of thirty-six (36) months, subject to City Council approval, and for a fee of one dollar (\$1.00) per month or thirty-six dollars (\$36.00) for the entire term. The Tennis Foundation is responsible for all interior and exterior maintenance of the Tennis Center, its improvements, and utilities/services including, but not limited to, water, electric, telephone, internet service, sewer, gas, cable/satellite television, trash collection and stormwater fees, in addition to any applicable taxes and insurance. Additionally, the Tennis Foundation will maintain a commercial general liability insurance policy in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of the Tennis Foundation's use of the Tennis Center.

City Council Resolution No. 79-740A, dated October 4, 1979, establishes policies for the sale and leasing of City-owned park or waterfront property. This resolution requires that when leasing City property to a non-profit, private organization ". . . the organization pays operating cost plus a reserve for replacement." Due to the limited financial resources of the Licensee, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs. These terms and conditions are consistent with prior agreements with this and other non-profit organizations. Under the terms of the License Agreement, the City is under no obligation to provide a replacement facility under any circumstances.

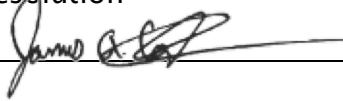
Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of agreements for Park and Waterfront property for three (3) years or less on residentially-zoned property with an affirmative vote of at least six (6) members of City Council. The subject property is zoned (NS-E) Neighborhood Suburban Estate.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor, or his designee, to execute a license agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for use of the St. Petersburg Tennis Center located at 650 18th Avenue South, St. Petersburg, Florida, within City-owned Bartlett Park, for a period of three (3) years for an aggregate fee of \$36.00; and to execute all documents necessary to effectuate same; waiving the reserve for replacement requirement of City Council Resolution No. 79-740A; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

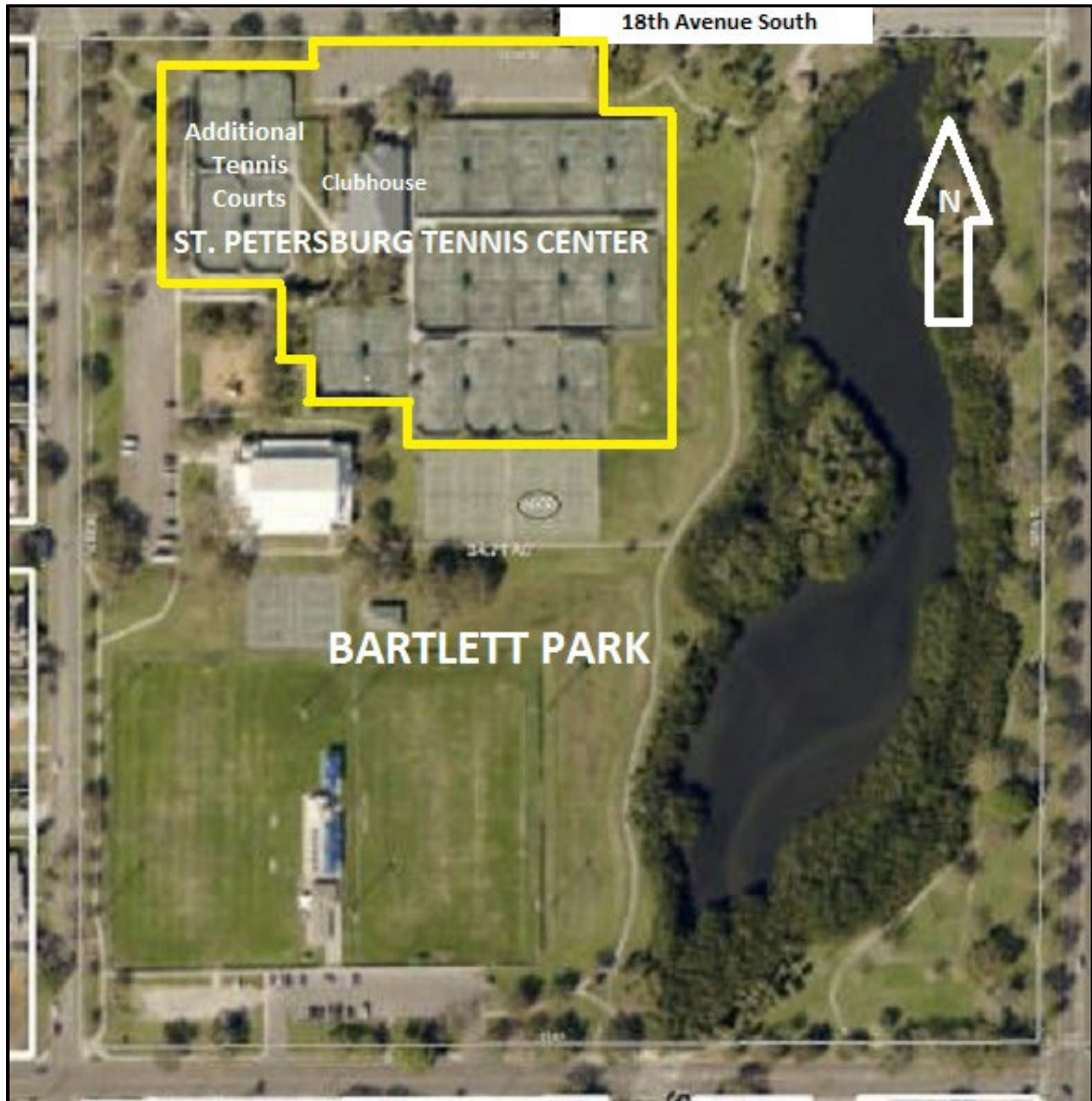
APPROVALS: Administration:

 _____ AMF

Budget:

_____ N/A

ILLUSTRATION



RESOLUTION NO. 2024-____

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A LICENSE AGREEMENT WITH THE TENNIS FOUNDATION OF ST. PETERSBURG, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR USE OF THE ST. PETERSBURG TENNIS CENTER LOCATED AT 650 18TH AVENUE SOUTH, ST. PETERSBURG, WITHIN CITY-OWNED BARTLETT PARK, FOR A PERIOD OF THREE (3) YEARS FOR AN AGGREGATE FEE OF \$36.00; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; WAIVING THE RESERVE FOR REPLACEMENT REQUIREMENT OF CITY COUNCIL RESOLUTION NO. 79-740A; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tennis Foundation of St. Petersburg, Inc. ("Licensee") desires to continue utilizing and operating the St. Petersburg Tennis Center ("Tennis Center") within the northern portion of City-owned parkland known as Bartlett Park, located at 650 18th Avenue South, St. Petersburg, Florida, as more fully described and depicted in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein ("Premises"); and

WHEREAS, the Licensee has operated the Tennis Center providing tennis instruction and other activities to St. Petersburg and its citizens for more than twenty (20) years under various agreements with the City; and

WHEREAS, the proposed license agreement between the City and the Licensee will be for a term of thirty-six (36) months for an aggregate fee of thirty-six dollars (\$36.00) for the entire term, with the Licensee assuming all maintenance and utility obligations for use of the Premises, including applicable sales tax and insurance ("License Agreement"); and

WHEREAS, the License Agreement is in accordance with the policies established in Resolution No. 79-740A provided, however, that due to the limited financial resources of the Licensee, the City is charging nominal rent and recommending that the reserve for replacement requirement be waived in an effort to minimize operating costs; and

WHEREAS, these terms and conditions are consistent with prior agreements with this and other non-profit organizations; and

WHEREAS, Section 1.02 (c)(2) of the City Charter, Park and Waterfront Property, permits City Council approval of licenses for residentially-zoned park or waterfront property for three (3) years or less with approval of an affirmative vote of at least six (6) members of City Council.

NOW, THEREFORE BE IT RESOLVED BY the City Council of the City of St. Petersburg, Florida, that the Mayor, or his designee, is authorized to execute a license agreement with the Tennis Foundation of St. Petersburg, Inc., a Florida not-for-profit corporation, for use of the Premises for a period of three (3) years for an aggregate fee of \$36.00, as described in the foregoing recitals and Exhibit A-1 and Exhibit A-2; and to execute all documents necessary to effectuate same.

BE IT FURTHER RESOLVED that the reserve for replacement requirement pursuant to Resolution No. 79-740A is hereby waived.

This resolution shall become effective immediately upon its adoption.

Legal:



City Attorney (Designee)
00778334

Community Enrichment Administration:

Michael J. Jefferis, Administrator

Real Estate & Property Management:



Aaron Fisch, Director

EXHIBIT A-1 DESCRIPTION OF PREMISES

LEGAL DESCRIPTION

A PORTION OF LAND LYING IN THE SOUTHWEST ¼ OF SECTION 30, TOWNSHIP 31 SOUTH, RANGE 17 EAST, PINELLAS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 30; THENCE N90°00'00"E, ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼, 2080.09 FEET; THENCE LEAVING SAID SOUTH LINE N00°03'08"E, 799.44 FEET TO THE POINT OF BEGINNING; THENCE FOLLOWING FOURTEEN (14) COURSES:

- 1) S89°55'06"W, 324.45 FEET; 2) N00°04'54"W, 43.80 FEET; 3) S89°59'53"W, 105.85 FEET;
- 4) N00°00'07"W, 49.56 FEET; 5) S89°59'18"W, 51.91 FEET; 6) N00°07'14"E, 111.47 FEET;
- 7) S90°00'00"W, 114.63 FEET; 8) N00°00'00"E, 250.00 FEET; 9) N90°00'00"E, 160.00 FEET;
- 10) N00°21'03"E, 33.00 FEET; 11) S89°58'55"E, 348.91 FEET; 12) S00°01'05"W, 92.81 FEET;
- 13) S89°53'33"E, 87.93 FEET; 14) S00°02'57"W, 394.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 244,676 SQUARE FEET OR 5.62 ACRES MORE OR LESS

ST PETERSBURG, FLORIDA

LEGEND

LS LICENSED SURVEYOR
PSM PROFESSIONAL SURVEYOR AND MAPPER
LB LICENSED BUSINESS

NOTES

1. THIS SKETCH IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A FIELD SURVEY.
2. NOT A BOUNDARY SURVEY.
3. BASIS OF BEARINGS: N90°00'00"E, ALONG THE SOUTH LINE OF THE SW 1/4 OF SECTION 30, TOWNSHIP 31 SOUTH, RANGE 17 EAST, AS PER HARRY W. MARLOW, INC. DRAWING M-7133 DATED 9/03/04.
4. THIS SKETCH IS MADE WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT FOR TITLE INSURANCE.
5. THE LEGAL DESCRIPTION IS BASED ON LEGAL DESCRIPTION PREPARED BY HARRY W. MARLOW, INC. DRAWING M-7133 DATED 9/03/04.
6. THIS MAP INTENDED TO BE DISPLAYED AT A SCALE OF 1"=100'.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR: ST. PETERSBURG TENNIS CENTER		650 18TH AVENUE SOUTH DESCRIPTION & SKETCH SECTION 30 TOWNSHIP 31S. RANGE 17E.		BY	DATE	DESCRIPTION
CREW CHIEF	INITIALS	DATE				
DRAWN	JLS	5/19/16				
CHECKED	JAA	5/19/16				
FIELD BOOK						
FIELD DATE						


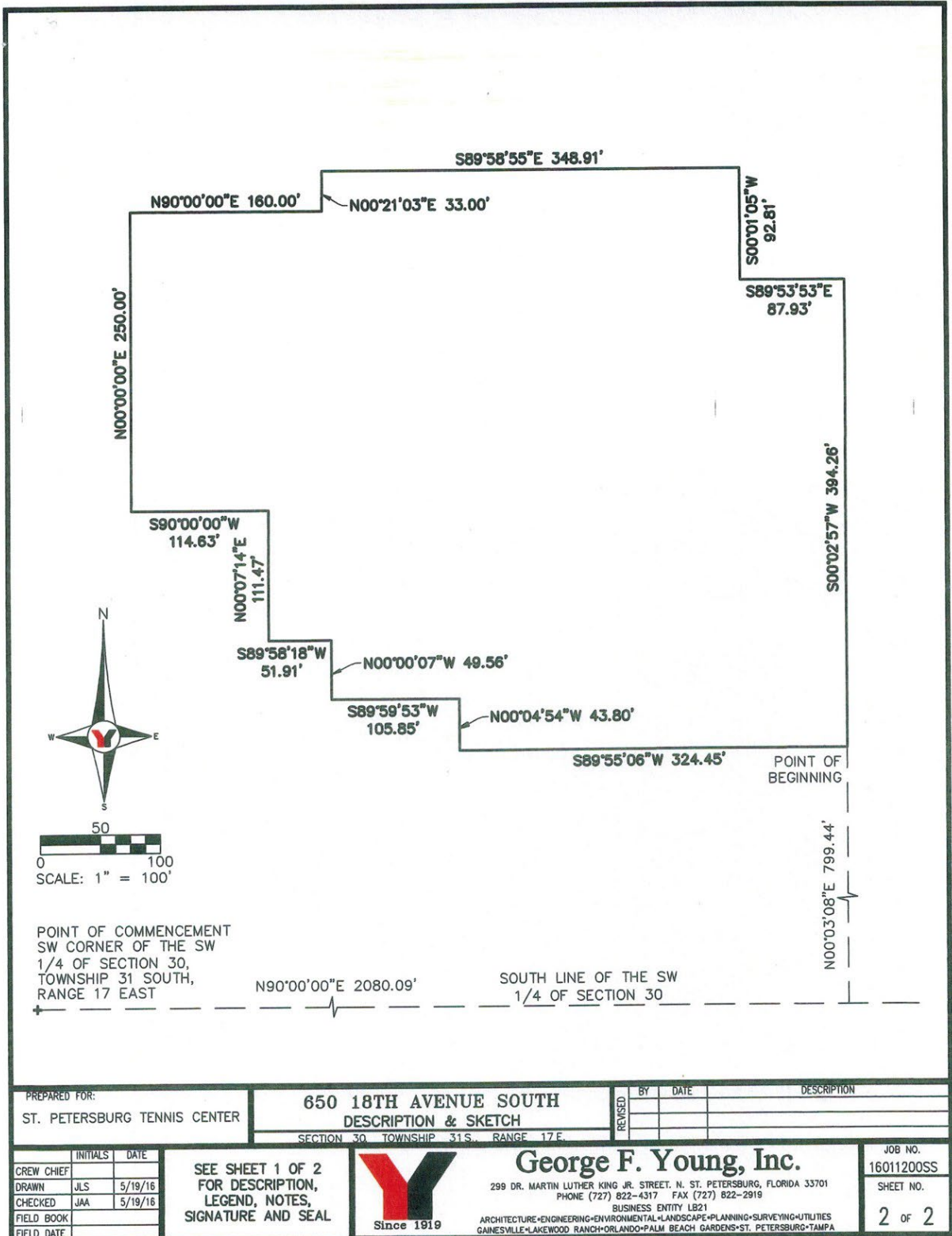
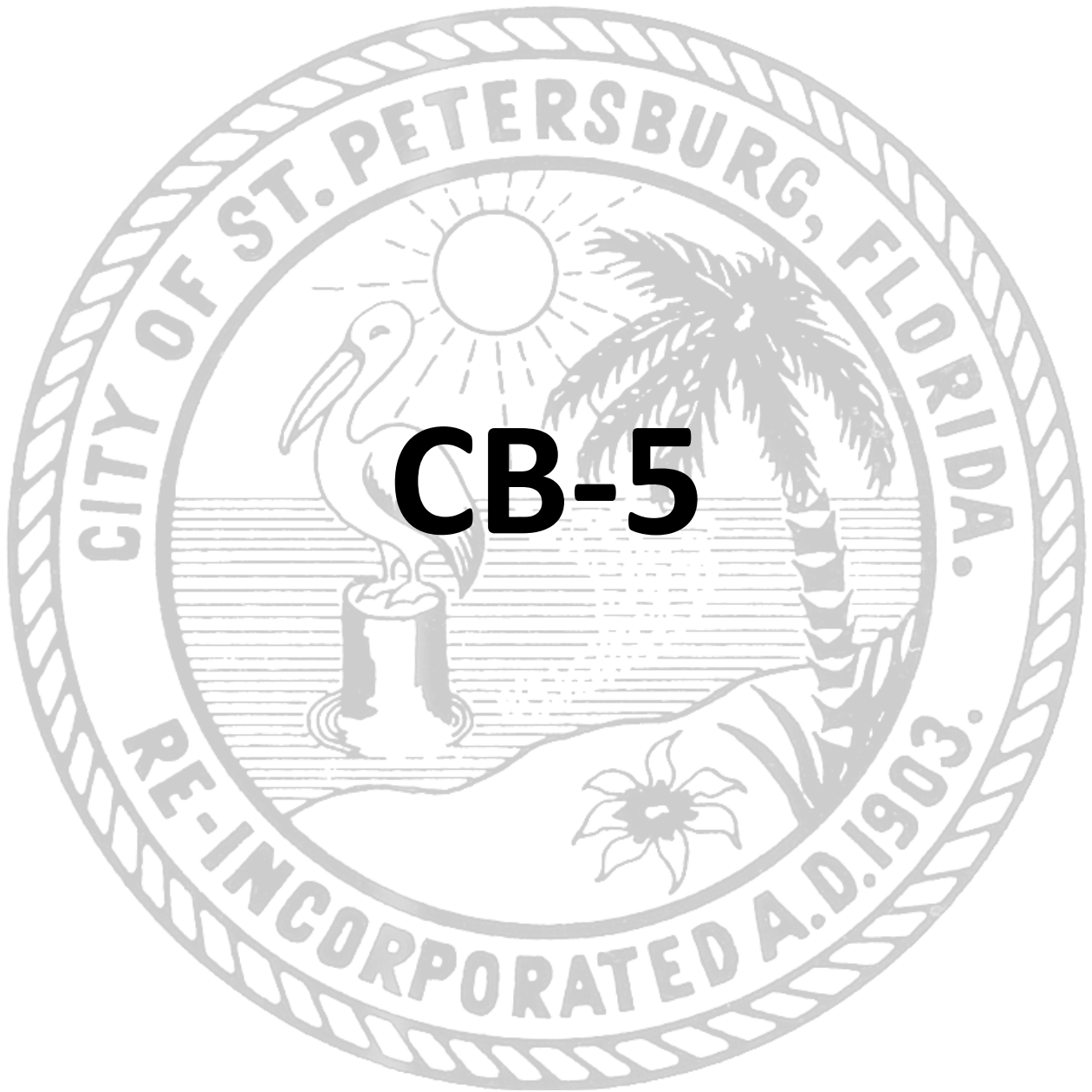
JAMES A. AKKER PSM LS 3972 MAY 19, 2016 DATE	 George F. Young, Inc. 299 DR. MARTIN LUTHER KING JR. STREET, N. ST. PETERSBURG, FLORIDA 33701 PHONE (727) 822-4317 FAX (727) 822-2919 BUSINESS ENTITY LB21 ARCHITECTURE-ENGINEERING-ENVIRONMENTAL-LANDSCAPE-PLANNING-SURVEYING-UTILITIES GAINESVILLE-LAKEWOOD RANCH-ORLANDO-PALM BEACH GARDENS-ST. PETERSBURG-TAMPA	JOB NO. 16011200SS SHEET NO. 1 OF 2
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EXHIBIT A-2 SKETCH OF PREMISES



The following page(s) contain the backup material for Agenda Item: Approving a resolution authorizing the Mayor or his designee to accept a Florida Department of Transportation (“FDOT”), Public Transportation Grant for the Port of St. Petersburg’s Master Plan Project at a maximum reimbursement amount of \$150,000; authorizing the Mayor or his designee to execute the Public Transportation Grant Award Agreement and all other documents necessary to effectuate the grant; and providing an effective date.
Please scroll down to view the backup material.



CB-5

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 12, 2024

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

SUBJECT: Approving a resolution authorizing the Mayor or his designee to accept a Florida Department of Transportation (“FDOT”), Public Transportation Grant for the Port of St. Petersburg’s Master Plan Project at a maximum reimbursement amount of \$150,000; authorizing the Mayor or his designee to execute the Public Transportation Grant Award Agreement and all other documents necessary to effectuate the grant; and providing an effective date.

EXPLANATION: The Florida Department of Transportation provides funding through grants to Seaports to provide financial assistance with public transportation projects. This project provides for the FDOT’s participation in the Port of St. Petersburg’s Master Plan Project, which will provide a new updated plan for future use and development of the Port of St. Petersburg. The last Master Plan for the Port was conducted in 1999.

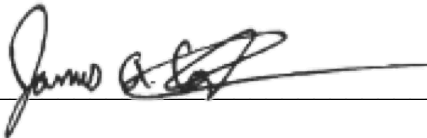
The estimated project total cost will be \$300,000. The grant funds will provide a maximum reimbursement amount of \$150,000. Funding in the amount of \$150,000 for the City’s match was transferred to the Port Capital Improvement Fund (4093) from the Port Operating Fund (4091) in FY24.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept a Florida Department of Transportation (“FDOT”), Public Transportation Grant for the Port of St. Petersburg’s Master Plan Project at a maximum reimbursement amount of \$150,000; authorizing the Mayor or his designee to execute the Public Transportation Grant Award Agreement and all other documents necessary to effectuate the grant; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of up to \$150,000 are to be received from the Florida Department of Transportation and deposited into the Port Capital Improvements Fund (4093). Funds have been previously appropriated in the Port Capital Improvements Fund (4093), Port Master Plan FY24 Project (19813).

ATTACHMENTS: Resolution

APPROVALS: Administration:



Budget:



Legal:



Resolution No. ____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT A FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), PUBLIC TRANSPORTATION GRANT FOR THE PORT OF ST. PETERSBURG'S MASTER PLAN PROJECT AT A MAXIMUM REIMBURSEMENT AMOUNT OF \$150,000; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE PUBLIC TRANSPORTATION GRANT AWARD AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FDOT provides funding through grants to Seaports to provide financial assistance with public transportation projects; and

WHEREAS, the City has been awarded a Public Transportation Grant in an amount not to exceed \$150,000 for the Port of St. Petersburg's Master Plan Project, which will provide a new updated plan for future use and development of the Port of St. Petersburg; and

WHEREAS, funding in the amount of \$150,000 for the City's match has been previously appropriated in the Port Capital Improvements Fund (4093), Port Master Plan FY24 Project (19813).

WHEREAS, Administration recommends approval of this resolution.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is authorized to accept a Florida Department of Transportation ("FDOT"), Public Transportation Grant for the Port of St. Petersburg's Master Plan Project at a maximum reimbursement amount of \$150,000;

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Public Transportation Grant Award Agreement and all other documents necessary to effectuate the grant.

This resolution shall become effective immediately upon its adoption.

LEGAL:



DEPARTMENT:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENTForm 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence) 455019-1-94-01	Fund(s): Work Activity Code/Function: 215	PORT 215	FLAIR Category: 088794
G3519	Federal Award Identification Number (FAIN) – Transit only:		Object Code: 751000
			Org. Code: 55072020729
Contract Number: G	Federal Award Date:		Vendor Number:
CFDA Number: N/A	Agency UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of St. Petersburg, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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 Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port St Pete's Master Plan Project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, 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. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s):

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

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency 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 prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency'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.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency 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 Agency 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 Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 10/24

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$300,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$150,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency 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", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been 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. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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 Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred 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 the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency 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 Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables 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 deliverables are received, inspected or verified, 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), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency 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 Agency 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. **Records Retention.** The Agency 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 records shall be furnished to the Department upon request. Records of costs incurred include the Agency'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. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** 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 that it has with the Agency owing such amount if, upon written 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.

- l. **Final Invoice.** The Agency 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.

- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** 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, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** 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."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency 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 arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency 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.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Agency and its contractors agree to ensure that DBEs 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 DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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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.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency 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 State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- 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

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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 Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency 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 Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, 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 Agency 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 Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency 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 Agency 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 Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency 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 Agency’s resources obtained from other than Federal entities).
 - iv. The Agency 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. However, the Department requires a copy of the audit reporting package also be submitted to 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.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency'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 Agency 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 Agency 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 Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency'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

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance 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 state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency'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.
- c. The Agency 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, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, 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.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** 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.
- b. **Discriminatory Vendor List.** 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.

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- c. **Non-Responsible Contractors.** 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 Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency 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 the Agency during the term of the contract; and
 - ii. Expressly require any 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.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

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severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

- v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. 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 Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

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- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency 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 Agency 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.
- c. **Severability.** 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.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency 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. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency 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 Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** 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.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

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AGENCY City of St. Petersburg

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Justin Hall

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:
Martin Hernandez 11/14/2024 | 3:11 PM
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**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT A****Project Description and Responsibilities**

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The City will put out a request for proposals for a consultant to work with us and create a new Master Plan Document for the Port of St Petersburg.

B. Project Location (limits, city, county, map): Port of St. Petersburg/St Petersburg, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the work required to complete the on-port master planning activities described in the Project Description, including: capacity analysis; capital improvements program development; consulting services; cost estimates; data acquisition/collection; data analysis; disaster planning assessment; economic assessments; environmental assessments; existing conditions/facilities assessment; geographic analysis; goals, objectives, and policies development; historical resource studies; land acquisition studies; landside planning studies; maintenance schedule development; market analysis; master planning; needs analysis; operational analysis; physical planning; plan development (e.g., draft and final plans); scenario planning; security analysis; stakeholder outreach activities; stormwater management system analysis; Strengths-Weaknesses-Opportunities-Threats (SWOT) assessment; transportation studies; utilities assessment; visioning; and, waterside planning studies.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
455019-1-94-01	PORT	088794	2025	751000	55.005	Seaport Grant Program	\$150,000.00
455019-1-94-01	LF	-	2025	-	-	Local Matching Funds	\$150,000.00
Total Financial Assistance							\$300,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$150,000.00	\$150,000.00	\$0.00	\$300,000.00	50.00	50.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$150,000.00	\$150,000.00	\$0.00	\$300,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Raymond Clark

Department Grant Manager Name

Signature Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
 PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

-- End of Exhibit E --

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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:

(1) Salaries: A payroll register or similar documentation should be submitted. 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.

(2) 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.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. 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 Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that 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/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$150,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Jeffrey.Horning@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3519
10/30/2024

CONTRACT INFORMATION

Contract:	G3519
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	TAMPA PORT AUTHORITY
Vendor ID:	F596001256001
Beginning Date of This Agreement:	10/29/2024
Ending Date of This Agreement:	06/30/2027
Contract Total/Budgetary Ceiling:	ct = \$150,000.00
Description:	This project will create a new Master Plan Document for thePort of St Petersburg

No funds have been encumbered.

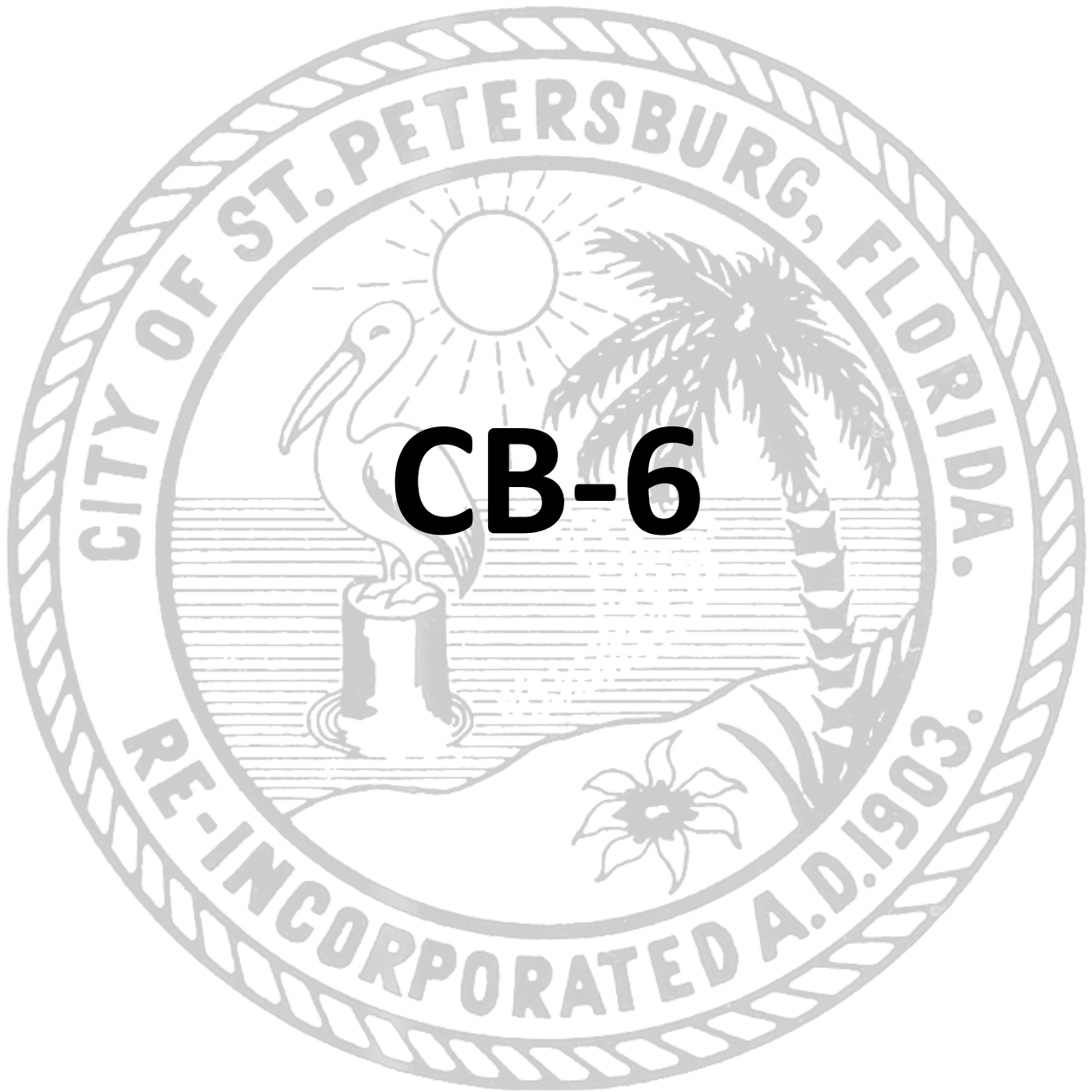
Contract #G3519 has been assigned in FLAIR with Budgetary Ceiling request.

Funds Approval(s) will be provided pursuant to the Method of Compensation in the Contract/Agreement.

NO FUNDS ARE APPROVED FOR JASON ADANK, CPA, COMPTROLLER ON 10/30/2024

The following page(s) contain the backup material for Agenda Item: A resolution approving a transfer in the amount of \$277,600 from the unappropriated balance of the General Fund (0001) to the Mahaffey Theater Operating Fund (1201) and a supplemental appropriation in the amount of \$277,600 from the increase in the unappropriated balance of the Mahaffey Theater Operating Fund (1201), resulting from the above transfer, to the Enterprise Facilities Department, Mahaffey Operations (282-1829), FY24 Storm #3 EFD Enterprise Project (20430); and providing an effective date.

Please scroll down to view the backup material.



CB-6

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 12, 2024

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

FROM: Chris Ballestra, Managing Director, City Development Administration

SUBJECT: A resolution approving a transfer in the amount of \$277,600 from the unappropriated balance of the General Fund (0001) to the Mahaffey Theater Operating Fund (1201) and a supplemental appropriation in the amount of \$277,600 from the increase in the unappropriated balance of the Mahaffey Theater Operating Fund (1201), resulting from the above transfer, to the Enterprise Facilities Department, Mahaffey Operations (282-1829), FY24 Storm #3 EFD Enterprise Project (20430); and providing an effective date.


EXPLANATION: The impact of Hurricane Helene resulted in the flooding of the Orchestra Pit at the Mahaffey Theater and subsequent significant damage to the stage lift equipment and related electrical wiring/equipment. This damage has impacted performances, and rehearsals, for The Florida Orchestra, as well as shows scheduled by Big 3 Entertainment, the City's operator of the Mahaffey Theater. Lead times are critical for this repair prompting this supplemental appropriation, and work will be coordinated by Big 3 Entertainment through Gala Systems Inc. This damage has been documented and submitted through Risk Management for insurance and FEMA reimbursement.

RECOMMENDATION: Administration recommends that City Council approve the attached resolution approving a transfer in the amount of \$277,600 from the unappropriated balance of the General Fund (0001) to the Mahaffey Theater Operating Fund (1201) and a supplemental appropriation in the amount of \$277,600 from the increase in the unappropriated balance of the Mahaffey Theater Operating Fund (1201), resulting from the above transfer, to the Enterprise Facilities Department, Mahaffey Operations (282-1829), FY24 Storm #3 EFD Enterprise Project (20430); and providing an effective date.

Cost/Funding/Assessment Information: Funds will be available after the approval of a transfer in the amount of \$277,600 from the unappropriated balance of the General Fund (0001) to the Mahaffey Theater Operating Fund (1201) and a supplemental appropriation in the amount of \$277,600 from the increase in the unappropriated balance of the Mahaffey Theater Operating Fund (1201), resulting from the above transfer, to the Enterprise Facilities Department, Mahaffey Operations (282-1829), FY24 Storm #3 EFD Enterprise Project (20430).

Attachments: Resolution

Approvals:


Administration




Budget

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING A TRANSFER IN THE AMOUNT OF \$277,600 FROM THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001) TO THE MAHAFFEY THEATER OPERATING FUND (1201); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$277,600 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE MAHAFFEY THEATER OPERATING FUND (1201), RESULTING FROM THE ABOVE TRANSFER, TO THE ENTERPRISE FACILITIES DEPARTMENT, MAHAFFEY OPERATIONS (282-1829) FY24 STORM #3 EFD ENTERPRISE PROJECT (20430); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the impact of Hurricane Helene resulted in the flooding of the Orchestra Pit at the Mahaffey Theater and subsequent significant damage to the two orchestra lifts' equipment and related electrical wiring/equipment; and

WHEREAS, the damage has impacted performances and rehearsals for The Florida Orchestra, as well as shows scheduled by Big 3 Entertainment, the City's operator of the Mahaffey Theater; and

WHEREAS, the damage has been documented and submitted through Risk Management for insurance and FEMA reimbursement; and

WHEREAS, Administration recommends approval of this Resolution to provide funding to address the damage at the Mahaffey Theater.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that there is hereby approved from the unappropriated balance of the General Fund the following transfer for FY25:

General Fund (0001)

Transfer to: Mahaffey Theater Operating Fund (1201)	\$277,600
---	-----------

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Mahaffey Theater Operating Fund (1201), resulting from the above transfer, the following supplemental appropriation for FY25:

Mahaffey Theater Operating Fund (1201)

Enterprise Facilities Department, Mahaffey Operations (282-1829),

FY24 Storm #3 EFD Enterprise Project (20430)

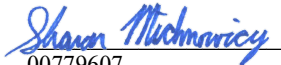
\$277,600

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

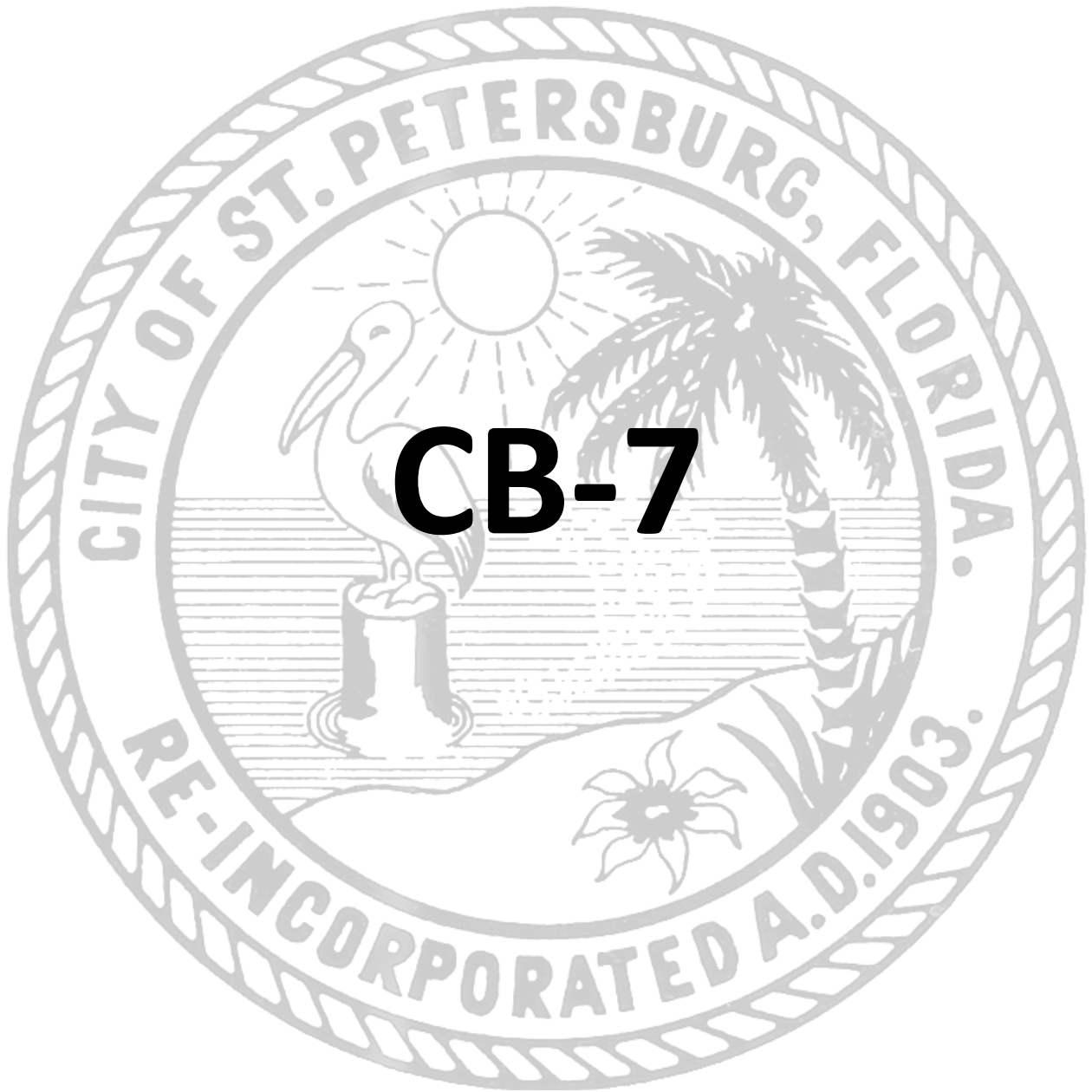
BUDGET:


00779607





The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-ASR/UIW(C) ("Task Order"), as amended, to the architect/engineering agreement dated December 12, 2020, as amended, between the City of St. Petersburg, Florida and ASRus, LLC ("A/E") for A/E to provide permit renewal application services related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$29,840; providing that the total Task Order, as amended, shall not exceed \$499,840 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date. Please scroll down to view the backup material.



CB-7

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 12, 2024

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-ASR/UIW(C) (“Task Order”), as amended, to the architect/engineering agreement dated December 12, 2020, as amended, between the City of St. Petersburg, Florida and ASRus, LLC (“A/E”) for A/E to provide permit renewal application services related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$29,840; providing that the total Task Order, as amended, shall not exceed \$499,840 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

EXPLANATION: The Northeast Water Reclamation Facility (NEWRF) has three existing deep injection wells that were constructed in 1977 and 1978. The new deep injection well will allow for additional capacity in the event an existing well is taken out of service for maintenance and will expand the volume of water that can be disposed during wet weather events.

The project is currently under construction and is being constructed alongside a series of improvements at the NEWRF by a Construction Manager at Risk (Wharton-Smith). These improvements were designed by the following A/Es:

- *Injection Well Piping – Completed by HDR Engineering, Inc. (currently requested amendment approval)*
- *Injection Well (IW-4) & Monitoring Well 8 (M-8) – Completed by ASRus, LLC*
- *Electrical Distribution System Improvements – Completed by Black & Veatch, Inc.*
- *Distribution Pump Replacement – Completed by Stantec, Inc.*

A portion of this project, the well drilling, is under construction by a design/bid/build process (by Applied Drilling). The wellhead and connection are being completed by the Construction Manager at Risk (“CMAR”).

On December 1, 2020, the City of St. Petersburg, Florida (“City”) and ASRus, LLC (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Underground Injection Wells and Monitoring Wells Systems Projects.

On January 20, 2022, City Council approved Task Order No. 20-03-ASR/UIW(C) in the amount of \$470,000 which provided for professional engineering services including final subsurface design and bidding services, surface design support and Envision services, and services during construction for the NEWRF Deep Injection Well IW-4 Project.

Amendment No. 1 to the Task Order in the amount of \$29,840 will provide funding for construction and testing permit renewal services. During construction, the geologic formations encountered were harder than anticipated, and therefore, the drilling has taken longer than originally scheduled. The injection well is required to go through operational testing required by Florida Department of Environmental Protection (“FDEP”) permit. FDEP’s updated process of approval requires signed & sealed drawings showing how

the well will undergo operational testing. As such, the permit for construction and testing will need to be renewed to account for the additional time.

Task Order No. 20-03-ASR/UIW(C) and Amendment No. 1, include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Final Subsurface Well Design and Bidding Assistance	\$ 30,700.00	\$ 30,700.00
	Surface Facility Design Support and Envision Program	\$ 29,650.00	\$ 29,650.00
	Injection Well Services During Construction	\$409,650.00	\$409,650.00
Amendment No. 1	Permit Renewal Application	\$ 29,840.00	
Total		\$499,840.00	\$470,000.00

Contractor costs for the construction of the well and the wellhead and connection were approved by Council under two separate agreements.

RECOMMENDATION: Administration recommends authorizing Mayor or his designee to execute Amendment No. 1 to Task Order No. 20-03-ASR/UIW(C) (“Task Order”), as amended, to the architect/engineering agreement dated December 1, 2020, as amended, between the City of St. Petersburg, Florida and HDR Engineering, Inc. (“A/E”) for A/E to provide permit renewal application services related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$29,840.00; providing that the total Task Order, as amended, shall not exceed \$499,840.00 (ECID Project No. 21071-111; Oracle No. 18298); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Water Resources Capital Projects Fund (4003), WRF NE New Injection Well FY21 Project (18298).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 20-03-ASRus/UIW(C)

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 20-03-SR/UIW(C) (“TASK ORDER”), AS AMENDED, TO THE ARCHITECT/ENGINEERING AGREEMENT DATED DECEMBER 1, 2020, AS AMENDED, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND ASRUS, LLC (“A/E”) FOR A/E TO PROVIDE PERMIT RENEWAL APPLICATION SERVICES RELATED TO THE NEWRF DEEP INJECTION WELL IW-4 PROJECT IN AN AMOUNT NOT TO EXCEED \$29,840; PROVIDING THAT THE TOTAL TASK ORDER, AS AMENDED, SHALL NOT EXCEED \$499,840 (ECID PROJECT NO. 21071-111; ORACLE NO. 18298); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and ASRus, LLC Inc. (“A/E”) executed an architect/engineering agreement on December 1, 2020 for A/E to provide professional services for miscellaneous Underground Injection Wells and Monitoring Wells Systems Projects on a continuing basis with an estimated construction cost not to exceed \$7.5 million, which amount will be annually adjusted on July 1 of each year; and

WHEREAS, on January 20, 2022, Administration approved Task Order No. 20-03-ASR/UIW(C) (“Task Order”) for A/E to provide final subsurface design and bidding services, surface facility design support and Envision program services, and injection well services during construction related to the NEWRF Deep Injection Well IW-4 Project (“Project”) in an amount not to exceed \$470,000; and

WHEREAS, the architect/engineering agreement on December 1, 2020 was amended in November 2024; and

WHEREAS, Administration desires to issue Amendment No. 1 to the Task Order for A/E to provide permit renewal application services related to the Project in an amount not to exceed \$29,840.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 20-03-SR/UIW(C) (“Task Order”), as amended, to the architect/engineering agreement dated December 1, 2020, as amended, between the City of St. Petersburg, Florida and ASRus, LLC (“A/E”) for A/E to provide permit renewal application

services related to the NEWRF Deep Injection Well IW-4 Project in an amount not to exceed \$29,840.

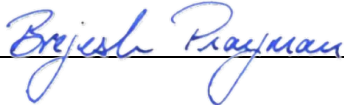
BE IT FURTHER RESOLVED that the total Task Order, as amended, shall not exceed \$499,840.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00779192

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: December 12, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and City Councilmembers

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

RE: Consultant Selection Information
Firm: ASRus, LLC
Task Order No. 20-03-ASR/UIW(C) in the amount of \$499,840.00

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

1. Summary of Reasons for Selection

The project involves design, permitting, bidding, and construction oversight of the NEWRF Deep Injection Well IW-4.

ASRus, LLC has satisfactorily completed the design, permitting, bidding, and construction oversight of the NEWRF Deep Injection Well IW-4. This work involves a renewal application of the permit.

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

ASRus, LLC has significant experience in the design, permitting and construction phase activities of deep injection wells.

This is the third Task Order issued under the 2020 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
ASRus, LLC

Miscellaneous Professional Services for Underground Injection Wells
A/E Agreement Effective - December 1, 2020
A/E Agreement Expiration - November 30, 2024

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	WRD	AWA Lift Station - 2021 Injection Wells Mechanical Integrity Tests	02/02/21	73,575.00
02	WRD	2020 Deep Injection Well and ASR Systems Annual Summary Rpt	02/02/21	48,100.00
03	21071-111	NEWRF Injection Well No. 4 Amendment No. 1	01/21/22 Pending	470,000.00
04	WRD	2021 Deep Injection Well & ASR Systems Annual Summary	04/06/22	56,750.00
05	23092-100	2023 NEWRF & SWWRF Injection Wells Mechanical Integrity Testing	04/06/23	362,615.00
06	WRD	2022 Regulatory Assistance	Pending	
07	WRD	2022 Deep Injection Well and ASR Systems Annual Summary Report	Pending	
08	WRD	SWWRF Injection Well and Well Rehab Assistance	02/28/23	25,000.00
09	24123-130	NWWRF Mechanical Integrity Testing FY24	01/05/24	156,100.00
10	24156-130	2023 Deep Injection Well and ASR Systems Annual Summary Report	04/01/24	33,250.00
11	24158-130	FDEP - Operation Permit Renewal Applications	04/19/24	42,950.00 47,836.90
12	TBD	2024 Deep Injection Well and ASR Systems Annual Summary Report	Pending	
13	TBD	FDEP - Operation Permit Renewal Application NWWRF	Pending	
			Total:	1,316,176.90

AMENDMENT NO.1 TO TASK ORDER NO. 20-03-ASR/UIW
NEWRF DEEP INJECTION WELL IW-4
UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS PROJECTS
CITY PROJECT NO. 21071-111

This Amendment No. 1 to Task Order No. 20-03-ASR/UIW is made and entered into this _____ day of _____, 20____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR UNDERGROUND INJECTION WELLS AND MONITORING WELLS SYSTEMS PROJECTS dated December 12, 2020 ("Agreement") between ASRus, LLC ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

This task order pertains to professional services related to installation of a new injection well (IW-4) at the Northeast Water Reclamation Facility (NEWRF). The new well will provide additional reclaimed water disposal capacity at the NEWRF. The A/E was authorized to prepare the final Contract Documents, assist the City with contractor bidding, provide services during construction, assist with operational testing, and prepare a Florida Department of Environmental Protection (FDEP) operational permit application for the well including regulatory support through permit issuance.

For this Amendment No. 1 to the Task Order, the A/E will prepare a renewal application of the FDEP Class I well construction and testing permit. This permit will expire prior to completion of the operational testing period due to delays in construction of the project. and requires renewal.

II. SCOPE OF SERVICES

Task 4 – Permit Renewal Application

A/E will prepare an FDEP Class I - Permit Renewal Application for the NEWRF Class I IW-4 injection well. A/E shall complete the required permit form (Form 62-528.900(1)) and shall compile the data and information needed to support the permit application. This task includes responding to up to two (2) requests for additional information (RAIs) from the FDEP. A/E will also attend a public meeting (if requested by the City) as part of the draft permit notification process.

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Draft Permit Application	230
Final Permit Application	260 (assumes two weeks for City review)

Permit Application Submittal to FDEP	267
Draft Responses to Two RAIs	TBD
Final Responses to Two RAIs	TBD

IV. A/E'S RESPONSIBILITIES

The A/E will provide services outlined in Section II, Scope of Services.

V. CITY'S RESPONSIBILITIES

- City will provide review comments within 14 days of submittal of the Draft Permit Application.
- City will provide review comments within 7 days of submittal of the Draft RAI Responses.
- City will provide A/E the required data and information to complete the permit when requested.
- City will submit the permit application fees to FDEP in the amount of \$12,500.
- City will secure the necessary signatures on the permit and submit a hard copy of the “wet” signature page from the FDEP form to FDEP.
- The FDEP permit application will be completed and submitted to FDEP by A/E via email.

VI. DELIVERABLES

Draft Permit Application	PDF format
Final Permit Application	PDF format
Draft RAI Response (up to 2)	PDF format
Final RAI Response (up to 2)	PDF format

VII. A/E'S COMPENSATION

The A/E was authorized the not-to-exceed amount of \$470,000 under the original Task Order for Tasks 1 through 3.

For this Amendment No. 1, the City shall compensate the A/E the not-to-exceed amount of **\$29,840** for Task 4 per Attachment 1 to Appendix A

The total Task Order amount including Amendment No. 1 shall not exceed \$499,840.

VIII. PROJECT TEAM

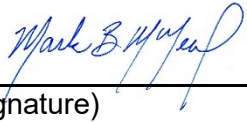
Prime Consultant – ASRus, LLC
Subconsultant – HDR Engineering, Inc.

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

ASRus, LLC
(Company Name)

By: 
(Signature)

Mark B. McNeal, CEO
(Printed Name and Title)

Date: 11/15/2024

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahasa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

ATTACHMENT 1 TO APPENDIX A
Work Task Breakdown
City of St. Petersburg
NEWRF Deep Injection Well IW-4
Project No. 21071-111

I. Manpower Estimate: All Tasks

Labor Classification		Principal In Charge	Senior Professional Geologist (P.G.)	Senior Professional Engineer (P.E.)	Professional Geologist (P.G.)	Staff Scientist	Senior Construction Manager (P.G.)	Construction Manager	Graphics Designer	Geologist Intern	Senior Clerical	Clerical	Total Hours	Total Labor Cost
2020 A/E Agreement Labor Rate		\$190.00	\$160.00	\$160.00	\$120.00	\$85.00	\$130.00	\$85.00	\$75.00	\$65.00	\$60.00	\$40.00		
Task		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
4	Prepare FDEP Class I Well Construction and Testing Permit Renewal Application	20	40	0	80	40	0	0	2	0	2	0	184	\$23,470.00
	Totals	20	40	0	80	40	0	0	2	0	2	0	184	\$23,470.00

II. Fee Calculation

Task	Labor Cost	Expenses ¹	Subcontractor Services	Mark-up on Subconsultant Services	Total Cost Without Allowance
1	\$23,470.00	\$70.00	\$6,000.00	\$300.00	\$29,840.00
Total	\$23,470.00	\$70.00	\$6,000.00	\$300.00	\$29,840.00

III. Fee Limit

Not-to-Exceed Cost (T&M)	\$29,840.00
Total:	\$29,840.00

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for: mileage, postage, miscellaneous supplies, and reprographics
3. Includes 5 percent markup of SUBCONSULTANT (per contract).



Approved

12/12 Council - ASRus - NEWRF Inj Well - TO Amend 1

▼ Attachments

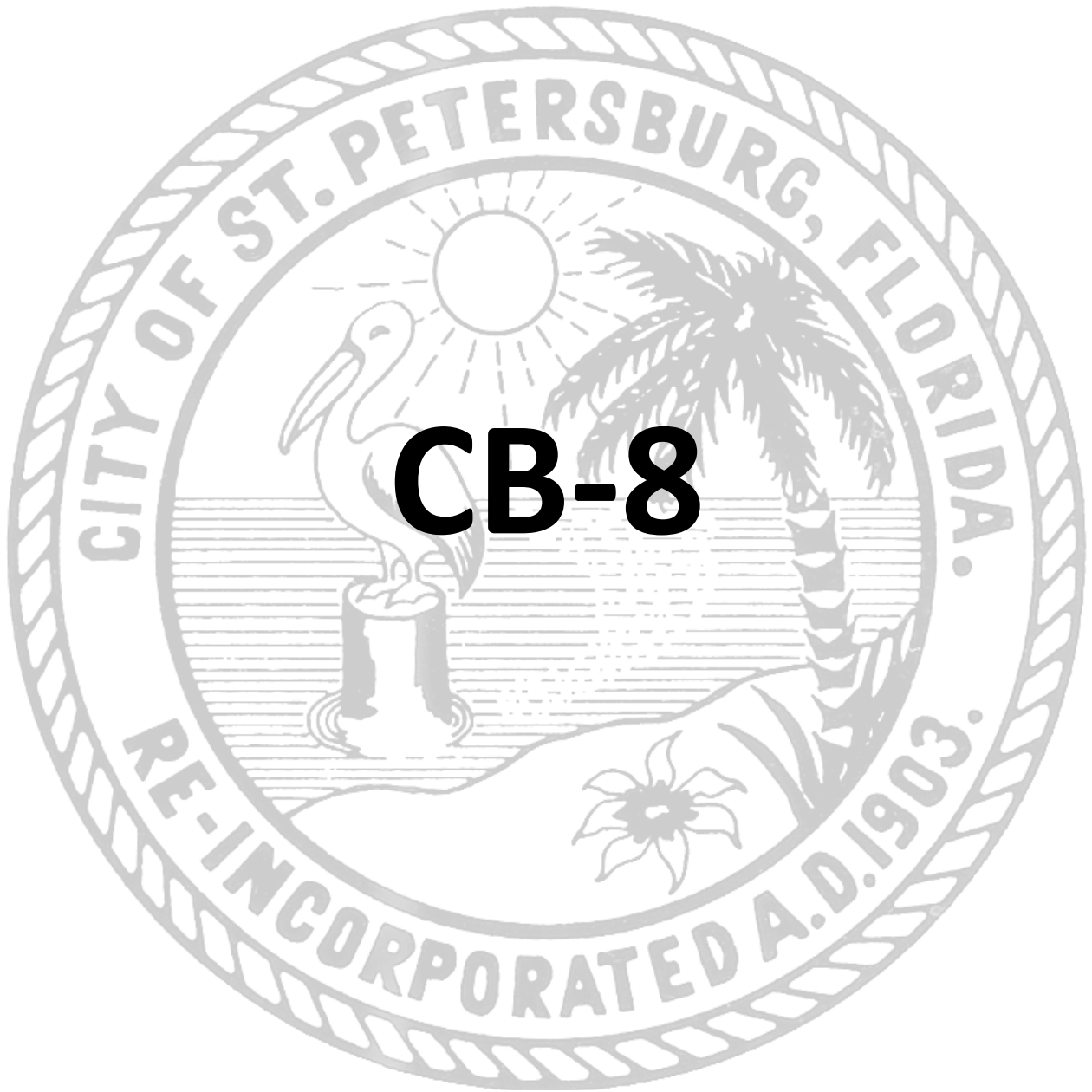


ASRus - NEWRF IW-4 - Task O
<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

<div>CT</div>	Step 3: Approved by Claude Tankersley	11/25/2024 1:16:02 PM
<div>MW</div>	Step 2: Approved by Margaret B. Wahl	11/25/2024 9:49:54 AM
<div>BP</div>	Step 1: Approved by Brejesh Prayman	11/25/2024 9:47:44 AM
<div>SJ</div>	Requested by Sarah B. Johnson	11/25/2024 9:46:16 AM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) to the Architect/Engineering Agreement dated April 4, 2024, between the City of St. Petersburg, Florida (“City”) and Associated Space Design, Inc. (“A/E”) for A/E to conduct project meetings, provide design development, develop construction documents and bid specifications, provide bidding and permitting assistance, and provide limited construction management administration related to the Manhattan Casino Building Renovations Project in an amount not to exceed \$117,874.13; providing that the total Task Order amount, as amended, shall not exceed \$169,348.15; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$98,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of \$98,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino Renovation FY24 Project (ECID Project No. 24166-130; Oracle No. 19806); and providing an effective date. Please scroll down to view the backup material.



CB-8

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 12, 2024

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) to the Architect/Engineering Agreement dated April 4, 2024, between the City of St. Petersburg, Florida (“City”) and Associated Space Design, Inc. (“A/E”) for A/E to conduct project meetings, provide design development, develop construction documents and bid specifications, provide bidding and permitting assistance, and provide limited construction management administration related to the Manhattan Casino Building Renovations Project in an amount not to exceed \$117,874.13; providing that the total Task Order amount, as amended, shall not exceed \$169,348.15; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$98,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of \$98,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino Renovation FY24 Project (ECID Project No. 24166-130; Oracle No. 19806); and providing an effective date.

EXPLANATION: The Historic Manhattan Casino is located at 642 22nd Street South and anchors the northern edge of the Deuces Rising district. The 12,000 square-foot, two-story entertainment facility originally opened in 1931 as the *Jordan Dance Hall* after Elder Jordan contracted with R.L. Sharpe to build the landmark. It later became known as the Manhattan Casino and was part of “The Deuces”—an area along 22nd St. S. that was a hub of business and entertainment for the African American community during segregation-era St. Pete.

During segregation, the Manhattan Casino was the place for cultural and social entertainment for the African American community. The Manhattan was a showcase for local African American artists as well as a haven for traveling African American entertainers who stopped in St. Pete during their tours. Some of American music's most legendary performers played at the Manhattan including James Brown, Louis Armstrong, Fats Waller, Duke Ellington, Count Basie, Lionel Hampton, Cab Calloway, Ray Charles, Nat King Cole, Sarah Vaughn, Fats Domino, and the Ink Spots.

The venue closed its doors in 1968 but was restored/renovated by the City of St. Petersburg and reopened in 2013. Since reopening, the Manhattan has been leased/managed by a number of private entities, operating both restaurant and special event space. When the last lease ended in November 2022, the City met with community members to discuss the future of the Manhattan Casino. Based on that feedback, the City plans to renovate the facility and operate it as an affordable event rental and entertainment space that honors and preserves the history of the Manhattan Casino.

On May 4, 2024, the City of St. Petersburg, Florida (“City”) and Associated Space Design. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for City Facility Improvement Projects.

On May 6, 2024, Administration approved Task Order No. 24-010ASD/CFIP(A) in the amount of \$51,474.02 which provided for professional architectural services including but not limited to data collection, programming, developing conceptual designs, and submission of a Schematic Design package for full interior renovations to the facility. The Engineering and Capital Improvements Department has authorized pre-construction services in the amount of \$118,120.52, with an estimated total project cost of \$297,129.07.

Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) in the amount of \$117,874.13 shall provide professional architectural and engineering services including but not limited to development of detailed design and construction plans, development of bid specifications, and assistance with bidding, and providing limited construction administration services. This Amendment includes a \$4,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 24-01-ASD/CFIP(A) and Amendment No. 1 include the following phases and associated not to exceed costs respectively:

		Approved	Authorized
Task Order	Data Collection	\$ 7,539.69	\$ 7,539.69
	Project Design Meetings	\$11,998.53	\$11,998.53
	Advanced Schematic Design	\$29,435.80	\$29,435.80
	Allowance	<u>\$ 2,500.00</u>	
	Sub total	\$51,474.02	\$48,974.02
Amendment No. 1	Project Meetings	\$ 7,719.20	
	Design Development	\$19,026.14	
	Construction Documents and		
	Bid Specifications	\$49,896.28	
	Bid Assistance and Permitting	\$12,260.85	
	Limited Construction Management		
	Administration	\$24,971.66	
	<u>Allowance</u>	<u>\$ 4,000.00</u>	
	Totals	\$169,348.15	\$48,974.02

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

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) to the Architect/Engineering Agreement dated April 4, 2024, between the City of St. Petersburg, Florida (“City”) and Associated Space Design, Inc. (“A/E”) for A/E to conduct project meetings, provide design development, develop construction documents and bid specifications, provide bidding and permitting assistance, and provide limited construction management administration related to the Manhattan Casino Building Renovations Project in an amount not to exceed \$117,874.13; providing that the total Task Order amount, as amended, shall not exceed \$169,348.15; rescinding an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$98,000 from the Infrastructure TBD FY24 Project (19776); approving a supplemental appropriation in the amount of \$98,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino

Renovation FY24 Project (ECID Project No. 24166-130; Oracle No. 19806); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: A portion of the funding (\$200,000) has been previously appropriated in the City Facilities Capital Improvement Fund (3031), Manhattan Casino Renovations FY24 Project (19806); Additional funds will be available after the approval of a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$98,000 from the Infrastructure TBD FY24 Project (19776) and a supplemental appropriation in the amount of \$98,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino Renovations FY24 Project (19806).

ATTACHMENTS: Resolution
Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A)

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO TASK ORDER NO. 24-01-ASD/CFIP(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED APRIL 4, 2024, BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA (“CITY”) AND ASSOCIATED SPACE DESIGN, INC. (“A/E”) FOR A/E TO CONDUCT PROJECT MEETINGS, PROVIDE DESIGN DEVELOPMENT, DEVELOP CONSTRUCTION DOCUMENTS AND BID SPECIFICATIONS, PROVIDE BIDDING AND PERMITTING ASSISTANCE, AND PROVIDE LIMITED CONSTRUCTION MANAGEMENT ADMINISTRATION RELATED TO THE MANHATTAN CASINO BUILDING RENOVATIONS PROJECT IN AN AMOUNT NOT TO EXCEED \$117,874.13; PROVIDING THAT THE TOTAL TASK ORDER AMOUNT, AS AMENDED, SHALL NOT EXCEED \$169,348.15; RESCINDING AN UNENCUMBERED APPROPRIATION IN THE GENERAL CAPITAL IMPROVEMENT FUND (3001) IN THE AMOUNT OF \$98,000 FROM THE INFRASTRUCTURE TBD FY24 PROJECT (19776); APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$98,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL CAPITAL IMPROVEMENT FUND (3001), RESULTING FROM THE ABOVE RESCISSION, TO THE MANHATTAN CASINO RENOVATION FY24 PROJECT (ECID PROJECT NO. 24166-130; ORACLE NO. 19806); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida (“City”) and Associated Space Design, Inc. (“A/E”) executed an architect/engineering agreement on April 4, 2024 for A/E to provide professional services on a continuing basis for work of a specified nature as outlined in the agreement related to miscellaneous City Facility Improvement Projects; and

WHEREAS, on May 6, 2024, Administration approved Task Order No. 24-01-ASD/CFIP(A) (“Task Order”) for A/E to provide professional architectural services including but not limited to data collection, project design meetings, and advanced schematic design services related to the Manhattan Casino Building Renovations Project (“Project”) in an amount not to exceed \$51,474.02, which amount included a \$2,500 allowance; and

WHEREAS, Administration desires to issue Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) for A/E to conduct project meetings, provide design development, develop construction documents and bid specifications, provide bidding and permitting assistance, and provide

limited construction management administration related to the Project in an amount not to exceed \$117,874.13, which amount includes a \$4,000 allowance; and

WHEREAS, a portion of the funding will be available after (i) a rescission of an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$98,000 from the Infrastructure TBD FY24 Project (19776) and (ii) a supplemental appropriation in the amount of \$98,000 from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above rescission, to the Manhattan Casino Renovation FY24 Project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) to the architect/engineering agreement dated April 4, 2024 between the City of St. Petersburg, Florida (“City”) and Associated Space Design, Inc. (“A/E”) for A/E to conduct project meetings, provide design development, develop construction documents and bid specifications, provide bidding and permitting assistance, and provide limited construction management administration related to the Manhattan Casino Building Renovations Project in an amount not to exceed \$117,874.13.

BE IT FURTHER RESOLVED that the total Task Order amount, as amended, shall not exceed \$169,348.15.

BE IT FURTHER RESOLVED that an unencumbered appropriation in the General Capital Improvement Fund (3001) in the amount of \$98,000 from the Infrastructure TBD FY24 Project (19776) is hereby rescinded.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the General Capital Improvement Fund (3001), resulting from the above recission, the following supplemental appropriation for fiscal year 2025:


<u>General Capital Improvement Fund (3001)</u>	
Manhattan Casino Renovation FY24 Project (19806)	\$98,000

This Resolution shall become effective immediately upon its adoption.


LEGAL:


00778971

DEPARTMENT:



BUDGET:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: December 12, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and City Councilmembers

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

RE: Consultant Selection Information
Firm: Associated Space Design, Inc. (ASD)
Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) in the amount of \$117,874.13

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

1. Summary of Reasons for Selection

The project involves completion of design, permitting and construction administration services for the Manhattan Casino Building Renovations Project.

ASD has satisfactorily completed schematic design services for this project. This work is a continuation of the process to develop full construction documents.

ASD has satisfactorily completed similar work under previous A/E Annual Master Agreements and is familiar with the City Standards.

ASD has satisfactory experience in the design, permitting and construction phase activities of city facilities.

This is the first Amendment to the first Task Order issued under the 2024 Master Agreement.

2. Transaction Report listing current work – See Attachment A

ATTACHMENT A

Transaction Report
for
Associated Space Design Florida, Inc.
Miscellaneous Professional Services for City Facility Improvement Projects
A/E Agreement Effective - April 4, 2024
A/E Agreement Expiration - March 31, 2028

Task Order No.	Project No.	Project Title	NTP Issued	Authorized Amount
01	24166-130	Manhattan Casino Building Renovation Amendment No. 1	05/07/24 Pending	48,974.02
02	24192-130	Center for the Arts Master Plan - Phase II	07/18/24	95,686.30
03	24193-130	St. Pete Coliseum Concession Reno & Office Finish	09/11/24	17,388.41
			Total:	162,048.73

AMENDMENT NO. 1 TO TASK ORDER NO. 24-01-ASD/CFIP(A)
MANHATTAN CASINO BUILDING RENOVATION
CITY FACILITY PROJECTS
CITY PROJECT NO. 24166-130

This Amendment No. 1 to Task Order No. 24-01-ASD/CFIP(A) is made and entered into this _____ day of _____, 20____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR CITY FACILITY PROJECTS dated April 4, 2024 ("Agreement") between Associated Space Design Inc. AKA ASD|SKY ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

The project is the Historic Manhattan Casino located at Fairfield Avenue South and 22nd Street South. Now that the food hall is no longer in use, the City of St. Petersburg will renovate the facility to become a small conference center to be utilized by the community. We do not anticipate a change in use; however, the existing kitchen will be removed. The project consists of renovating the Manhattan Casino facility so the ground floor spaces will become a series of meeting rooms that will be a new business center for the community. The city's vision is to not create a community center but rather a small conference center that could be used for many purposes. The second floor, which is currently a ballroom, will be completely renovated and upgraded with a more sophisticated material palate. Additionally, the design will include an evaluation of the exterior and may include new storefront, exterior material treatment, and a new color scheme.

Please note the Advanced Schematic Design has been completed.

This Amendment is to provide continued services required based on the approved Advanced Schematic Design.

II. SCOPE OF SERVICES

Task 2 - Project Design Meetings – Additional Services

In association with all design tasks, ASD|SKY will conduct and attend several design meetings throughout the duration of the project. Most of these meetings are outlined in our Design and documentation task, Preparation of Construction Drawings and Bid Specifications.

Task 4 - Design Development

Upon approval of Advanced Schematic Design, ASD|SKY will advance the design and begin to finalize all material and finish selections. Besides the interior spaces, this

may include various façade renovations to the building. The design development task will also finalize all visualization for the exterior as well as all interior spaces. The final deliverable will be a design development package including all plans, elevations, sections, and 3 D imagery.

Drawings:

- Design Development Package and 3-dimensional imagery.

Meetings:

- 2 review Meetings.

Revisions:

- Minor revisions included based on updated pricing evaluation or requests from the city.

Task 5 - Construction Documents

Upon approval of the Design Development package, ASD|SKY will finalize documentation of the project and prepare permit and construction documents that will include all plans, sections, elevations, details, schedule, and specifications required for the construction of the new design.

Drawings:

- Construction Documents and Specifications.

Meetings:

- 2 review Meetings.

Revisions:

- Minor revisions included based on updated pricing evaluation or requests from the city.

Task 6 - Bidding Assistance, Award Review, And Permitting

ASD|SKY will assist in expediting the permit process by responding to Building and Fire Department comments as well as any required adjustments that may be required based on the bidding process. The design team will assist in addressing questions during the bidding phase.

Drawings:

- Conformed set incorporating Permit Comments and Bidding questions.

Meetings:

- Meetings with the Building Department as needed.

Revisions:

- Minor revisions included based on permit comments and bidding questions

Task 7 - Limited Construction Management Administration

ASD|SKY will provide services commencing with the award of the initial Contract for Construction and terminating with the issuance to the Owner for the final Certificate of

Payment. ASD|SKY shall advise and consult with the City throughout the duration of construction. ASD|SKY shall review properly prepared timely requests by the Contractor for additional information about the Contract documents. This shall include a detailed written statement that indicates specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

Site visits will be held to become generally familiar with the work and inform the city regarding progress. ASD|SKY will endeavor to guard the City from defects and deficiencies in the work and determine in general if the work is being performed in a manner indicating that the work will be in accordance with the contract documents when completed. ASD|SKY shall not make exhaustive or continuous on-site inspections nor have control nor be responsible for the construction means, methods, techniques, sequences or procedures, shipment, delivery safety precautions in connection with the work.

ASD|SKY shall review all relevant shop drawings and submittals and answer field questions with respect to the design intent.

III. SCHEDULE

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

Number of Calendar Days from NTP

Task 4 – Design Development	21
Task 5 – Construction Documents	50
Task 6 – Permitting and Bid Assistance	56
Task 7 – Construction Administration	294

IV. A/E'S RESPONSIBILITIES

This agreement is under ASD|SKY's current continuing service agreement with the City of St. Petersburg and all conditions apply unless otherwise noted

V. CITY'S RESPONSIBILITIES

The City shall provide access to all design documentation and survey material for the project including all drawings and reports conducted for the facility. Additionally, the city will provide access to the facility when needed.

VI. DELIVERABLES

Task 2 - Project Meetings

- Meeting Minutes as required

Task 4 - Design Development

- Design Development Package Including Updated Renderings

Task 5 - Construction Documents

- 50% Construction Document Set
- 100% Construction Document Set
- Signage and Graphics Design Criteria Package

Task 6 - Permitting And Bid Assistance

- Conformed Construction Document Set

Task 7 - Construction Administration

- Field Reports
- RFIs
- Submittals

VII. A/E'S COMPENSATION

The A/E was authorized the lump sum amount of \$48,974.02 under the original Task Order for Tasks 1 through 3 (a separate additional Allowance of \$2,500 was not authorized).

For this Amendment No. 1, the City shall compensate the A/E the not-to-exceed amount of **\$113,874.13** for Additional Services to Task 2, as well as new Tasks 4 through 7, per Attachment 1 to Appendix A.

This Task Order establishes an additional allowance in the amount of **\$4,000.00** (for a combined total of \$6,500) for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total authorized Task Order amount including Amendment No. 1 shall not exceed \$162,848.15.

VIII. PROJECT TEAM

- ASD|SKY – Architecture/Interior Design/Management.
The key staff proposed for this effort are as follows:
 - John Curran AIA – Principal in Charge and Project Manager
 - Millette Schmidt – Senior Interior Designer
 - Camila Gonzalez – Interior Designer
 - Alex Atwood – Project Architect
 - James Hypes – QC Review

- **Maria Garcia – Graphic Designer**
- Kimley Horn – Mechanical, Electrical, and Plumbing Engineering.
- Thornton Tomasetti – Structural Engineering
- **ASD|SKY – Graphic Design – Environmental Graphics**
(Note: Based on Schematic Design we have added Graphic Design Services for new signage and environmental graphics)

IX. MISCELLANEOUS

In the event of a conflict between this Amendment No. 1 to Task Order and the Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF the Parties have caused this Amendment No. 1 to Task Order to be executed by their duly authorized representatives on the day and date first above written.

Associated Space Design Inc. (AKA) ASD|SKY
(Company Name)

By: _____
(Signature)

John Curran AIA, Principal | Vice President
(Printed Name and Title)

Date: _____

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahassa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

ATTACHMENT 1 TO APPENDIX A

Work Task Breakdown

City of St. Petersburg

Manhattan Casino Building Renovation

Project No. 24166-130

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Senior Project Manager	Principal Construction Engineer	Senior Professional Engineer	Professional Engineer	Principal Designer	Engineering Analyst	Engineering Tech	Clerical	Total Hours	Labor Cost
		\$ 64.82	\$ 65.78	\$ 61.44	\$ 38.28	\$ 33.56	\$ 22.94	\$ 38.28	\$ 20.26		
		\$ 124.56	\$ 126.41	\$ 118.07	\$ 73.56	\$ 64.49	\$ 44.09	\$ 73.56	\$ 38.94		
		\$ 189.38	\$ 192.19	\$ 179.51	\$ 111.84	\$ 98.05	\$ 67.03	\$ 111.84	\$ 59.20		
TASK											
2	Project Meetings	9		10	27					46	\$ 6,519.20
4	Design Development	18		10	80					108	\$ 14,151.14
5	Construction Documents and Bid Specifications	27		50	178					255	\$ 33,996.28
6	Bid Assistance and Permitting	7		9	40				5	61	\$ 7,710.85
7	Limited Construction Management Administration	9		24	100					133	\$ 17,196.66
Totals		70	0	103	425	0	0	0	5	603	\$ 79,574.13

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
2	\$6,519.20	\$150.00	\$1,000.00	\$50.00	\$7,719.20
4	\$14,151.14	\$150.00	\$4,500.00	\$225.00	\$19,026.14
5	\$33,996.28	\$150.00	\$15,000.00	\$750.00	\$49,896.28
6	\$7,710.85	\$350.00	\$4,000.00	\$200.00	\$12,260.85
7	\$17,196.66	\$425.00	\$7,000.00	\$350.00	\$24,971.66
Total	\$79,574.13	\$1,225.00	\$31,500.00	\$1,575.00	\$113,874.13

III. Fee Limit

Lump Sum Cost	\$113,874.13
Allowance ⁴	\$4,000.00
Total:	\$117,874.13



Approvals - gcc

Report • Printed on November 26, 2024

Approved

12/12 Council - ASD - Manhattan Casino - TO Amend 1

▼ Attachments



ASD - Manhattan Casino - TO ,
<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved



Step 3: Approved by
Claude Tankersley

11/26/2024 1:34:50 PM



Step 2: Approved by
Margaret B. Wahl

11/26/2024 9:28:22 AM



Step 1: Approved by
Brejesh Prayman

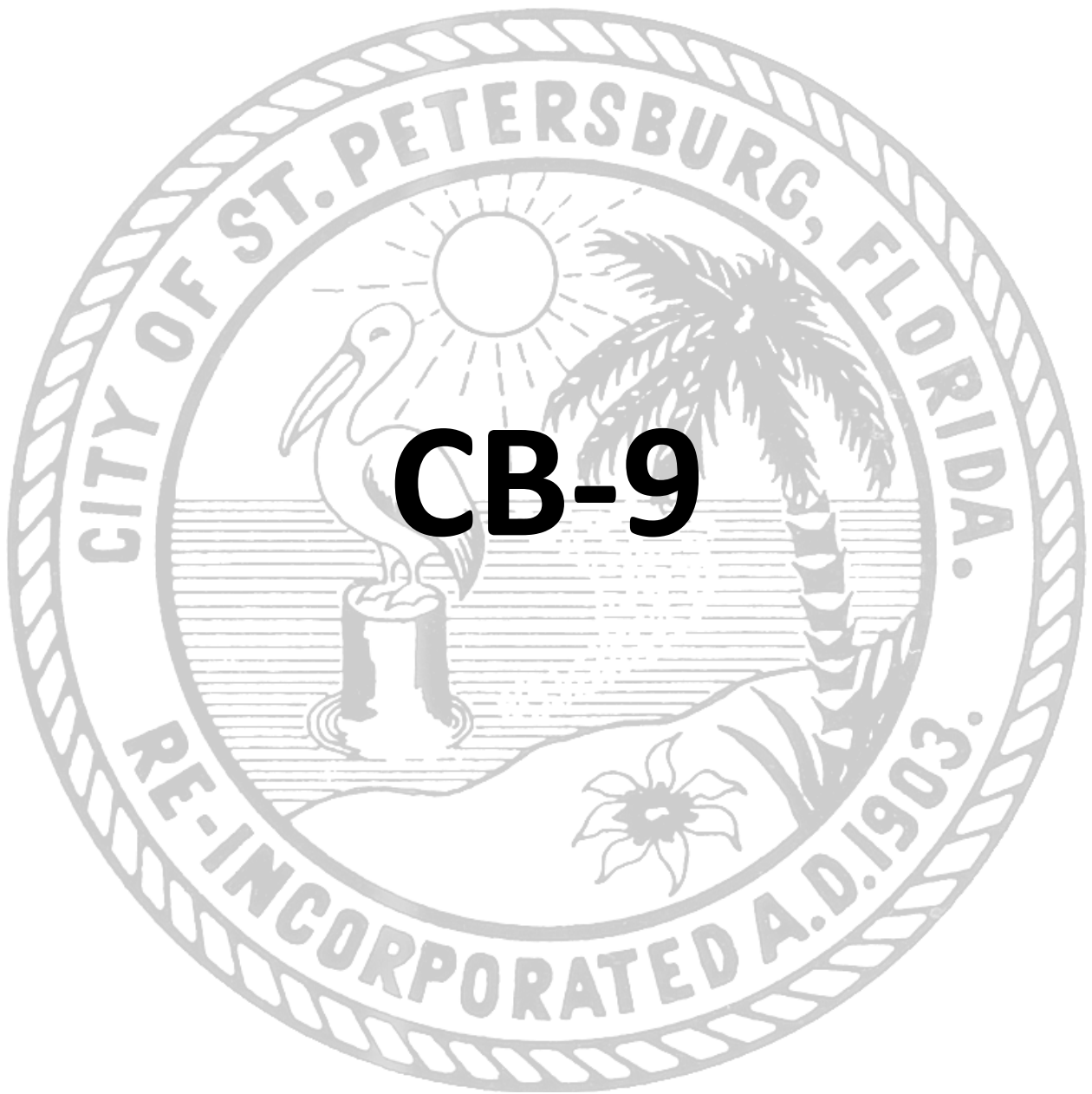
11/26/2024 9:28:10 AM



Requested by
Sarah B. Johnson

11/26/2024 8:30:31 AM

The following page(s) contain the backup material for Agenda Item: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-MN/MNP(A) to the architect/engineering agreement dated August 26, 2021 between the City of St. Petersburg, Florida (“City”) and Moffatt & Nichol, Inc. (“A/E”) for A/E to collect data related to a site assessment, conduct public engagement related to market assessment, provide project management, prepare an initial concept, and prepare a master plan related to the Port Master Plan FY24 Project in an amount not to exceed \$287,038.57 (ECID Project No. 24197-130; Oracle No. 19813); and providing an effective date. Please scroll down to view the backup material.



CB-9

ST. PETERSBURG CITY COUNCIL

Consent Agenda

Meeting of December 12, 2024

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

SUBJECT: A Resolution authorizing the Mayor or his designee to execute Task Order No. 21-01-MN/MNP(A) to the architect/engineering agreement dated August 26, 2021 between the City of St. Petersburg, Florida (“City”) and Moffatt & Nichol, Inc. (“A/E”) for A/E to collect data related to a site assessment, conduct public engagement related to market assessment, provide project management, prepare an initial concept, and prepare a master plan related to the Port Master Plan FY24 Project in an amount not to exceed \$287,038.57 (ECID Project No. 24197-130; Oracle No. 19813); and providing an effective date.

EXPLANATION: *This Port Master Plan will identify the long-term development that will reflect the latest market trends and economic opportunities, in order to shape the Port of St. Petersburg into a more attractive and accessible waterfront for local residents, businesses, and tourists to the City’s region.*

In order for the Port of St. Petersburg to be eligible for the Florida Seaport Transportation and Economic Development (“FSTED”) funding program for transportation related capital improvement projects, the City needs to have an adopted Port Master Plan.

On August 26, 2021, the City of St. Petersburg, Florida (“City”) and Moffatt & Nichol, Inc. (“A/E”) entered into an architect/engineering agreement for A/E to provide miscellaneous professional services for Municipal Marina & Port Projects.

Task Order No. 21-01-MN/MNP(A) in the amount of \$287,038.57 shall provide professional planning consulting services to complete a master plan for the Port of St. Petersburg which includes planning services, data collection and analysis, gathering information and input from the community by conducting public meetings, coordinating with the City and external agencies, providing recommendations to improve the physical and business climate, establishing an implementation schedule, budget and funding sources compiled in an adopted master plan document. Task Order includes a \$10,000 allowance to be authorized if any unforeseen conditions are experienced while performing the work.

Task Order No. 21-01-MN/MNP(A) includes the following phases and associated not to exceed costs respectively:

Data Collection – Site Assessment	\$58,348.65
Public Engagement – Markets Assessment	\$45,615.00
Project Management	\$29,286.42
Initial Concept	\$59,796.98
Master Plan	\$83,991.52
Allowance	\$10,000.00
Total	\$287,038.57

RECOMMENDATION: Administration recommends authorizing the Mayor or his designee to execute Task Order No. 21-01-MN/MNP(A) to the architect/engineering agreement dated August 26, 2021 between the City of St. Petersburg, Florida (“City”) and Moffatt & Nichol, Inc. (“A/E”) for A/E to collect data related to a site assessment, conduct public engagement related to market assessment, provide project management, prepare an initial concept, and prepare a master plan related to the Port Master Plan FY24 Project in an amount not to exceed \$287,038.57 (ECID Project No. 24197-130; Oracle No. 19813); and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Funds have been previously appropriated in the Port Capital Improvement Fund (4093) Port Master Plan FY24 Project (19813).

ATTACHMENTS: Resolution
Task Order No. 21-01-MN/MNP(A)

RESOLUTION 2024-_____

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TASK ORDER NO. 21-01-MN/MNP(A) TO THE ARCHITECT/ENGINEERING AGREEMENT DATED AUGUST 26, 2021 BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND MOFFATT & NICHOL, INC. ("A/E") FOR A/E TO COLLECT DATA RELATED TO A SITE ASSESSMENT, CONDUCT PUBLIC ENGAGEMENT RELATED TO MARKET ASSESSMENT, PROVIDE PROJECT MANAGEMENT, PREPARE AN INITIAL CONCEPT, AND PREPARE A MASTER PLAN RELATED TO THE PORT MASTER PLAN FY24 PROJECT IN AN AMOUNT NOT TO EXCEED \$287,038.57 (ECID PROJECT NO. 24197-130; ORACLE NO. 19813); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Moffatt & Nichol, Inc. ("A/E") executed an architect/engineering agreement on August 26, 2021 for A/E to provide work of a specified nature as outlined in the agreement on a continuing basis related to miscellaneous Municipal Marina and Port Projects; and

WHEREAS, Administration desires to issue Task Order No. 21-01-MN/MNP(A) for A/E to collect data related to a site assessment, conduct public engagement related to market assessment, provide project management, prepare an initial concept, and prepare a master plan related to the Port Master Plan FY24 Project in an amount not to exceed \$287,038.57, which amount includes a \$10,000 allowance.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Mayor or his designee is hereby authorized to execute Task Order No. 21-01-MN/MNP(A) to the architect/engineering agreement dated August 26, 2021 between the City of St. Petersburg, Florida ("City") and Moffatt & Nichol, Inc. ("A/E") for A/E to collect data related to a site assessment, conduct public engagement related to market assessment, provide project management, prepare an initial concept, and prepare a master plan related to the Port Master Plan FY24 Project in an amount not to exceed \$287,038.57.

This Resolution shall become effective immediately upon its adoption.

LEGAL:


00778990

DEPARTMENT:



MEMORANDUM

CITY OF ST. PETERSBURG

Engineering and Capital Improvements Department

DATE: December 12, 2024

TO: The Honorable Deborah Figgs-Sanders, Chair, and City Councilmembers

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

RE: Consultant Selection Information
Firm: Moffatt & Nichol, Inc.
Task Order No. 21-01-MN/MNP(A) in the amount of \$287,038.57

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

1. Summary of Reasons for Selection

The project involves a study of the latest market and economic trends to identify long-term development opportunities for the Port.

Moffatt and Nichol, Inc. has satisfactorily completed similar work under previous A/E Annual Master Agreements and is familiar with the City standards.

Moffatt and Nichol, Inc. has significant experience in transportation related capital improvement projects to facilitate the City's needs for an adopted Port Master Plan.

This is the first Task Order issued under the 2024 Master Agreement.

TASK ORDER NO. 21-01-MN/MNP(A)
PORT MASTER PLAN FY24
MISCELLANEOUS PROFESSIONAL SERVICES FOR MUNICIPAL MARINA & PORT PROJECTS
CITY PROJECT NO. 24197-130

This Task Order No. 21-01-MN/MNP(A) is made and entered into this _____ day of _____, 202____, pursuant to the ARCHITECT/ENGINEERING AGREEMENT FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR MUNICIPAL MARINA & PORT PROJECTS ("Agreement") between Moffatt & Nichol, Inc. ("A/E"), and the City of St. Petersburg, Florida ("City"), and upon execution shall become a part of the Agreement.

I. DESCRIPTION OF PROJECT

This project is to develop a Port Master Plan for the Port of St. Petersburg ("Port"). This master planning effort will determine ways the port lands could evolve to meet new economic and social opportunities and what course of actions should be taken to implement capital and operational improvements to achieve desired outcomes. The A/E will generate:

- Innovative ideas, uses, and community priorities for the Port unearthed through thoughtful, focused engagement of St. Petersburg stakeholders.
- Multiple planning level concepts depicting upland and in-water uses informed by stakeholder input, consultant expertise, and case study research.
- Methods for incorporating Port properties and in-water facilities into the surrounding downtown waterfront and broader community context of St. Petersburg.
- A compendium of illustrations, concepts, and other assets for use in communicating long range possibilities for the Port and will include sea level rise analysis.
- An actionable Master Plan clearly laying out the steps, with flexibility built in, to advance the stewardship of the Port for the next 10 years and beyond.

II. SCOPE OF SERVICES

Task 1 – Site Assessment

Site assessment clarifies understanding of the Port as it was, is, and could be in the future. Collected data, stakeholder feedback, and site research transitions into opportunity and issue identification, map preparation, and the fitting into place of foundational project pieces. Once completed, Task 1 work effort and deliverables are used to align the City and public on a collective understanding of site issues and conditions. The following work effort is proposed under this task:

- **Pre-Work Effort.** The A/E will conduct an initial data needs inventory. This initial inventory will serve as a starting point in the data collection and research component of the effort. Anticipated information for assembly includes:

- Survey – Collect Topographic and Bathymetric data for the port facility per the attached proposal from Hyatt Survey dated July 31, 2024.

A/E requests and will review:

- Boundary, parcel line, easement, and other digitized mapping data for the Port and surrounding properties;
- Aerial photography and historic photography;
- Studies, reports, and/or condition surveys of in-water, uplands, building, and existing facilities found at the Port;
- Studies, reports, and/or condition surveys on site environmental conditions (uplands and submerged);
- Studies, reports, mapping, and/or other engineering information on internal and external roadways and traffic volumes, planned roadway improvements, and other related information;
- Studies, reports, mapping, and/or other engineering information on infrastructure serving the site, potable water and wastewater plant capacities, and other related data;
- Regulations (general and special) pertaining to local land use, environmental protection, watershed protection, storm water detention, and other related data;
- Current and planned vessel activities at the berth and other related Port data;
- Previous and current applications for Port uses as well as grant applications;
- Existing leases and contractual obligations of the Port; and
- Previous master plans (e.g., the 1999 Port Master Plan) for the Port as well as those of relevance to surrounding waterfront parcels and the City of St. Petersburg (e.g., Innovation District Master Plan).

A/E will coordinate with City Project Manager to obtain and facilitate data collection.

- **In-Person Meeting #1 – Project Kick-Off, Site Tour, and Stakeholder Meetings.**

The project kick-off meeting is the first of seven (7) in-person / virtual client meetings and community work sessions. The meetings and site tour will span approximately 1.5 days and include:

- A formalized meeting with the City and Port Director to discuss project goals and objectives; revise and finalize the timeline, especially as it relates to public engagement work sessions; project communication requirements; recent local initiatives; and review of assembled outstanding project data.
- Port and study area site visit with City staff and the Port Director. The visit will include visual inspection and photo documentation of existing site features and facilities.
- One-on-one meetings with City identified project stakeholders. Meeting stakeholders may include City staff from Public Works, Planning, and other City departments; the airport; Chamber of Commerce or similar downtown groups; Port users; surrounding landowners and users including the University of South Florida (USF) and their plans for the St. Petersburg Campus abutting the Port as well as potential collaboration opportunities with the Port and the U.S. Coast Guard Station St. Petersburg; and others to be identified.

- **Site Assessment.** Using the data assembled, the A/E will prepare an assessment of the project site and the adjacent basin. Assembled information includes both narrative descriptions and site mapping. Elements include:
 - Photo reconnaissance of the site (from site tour).
 - Updated base mapping showing site boundary, topography, bathymetry, rights of way, and location of existing buildings and other features.
 - Inventory of in-water facilities, buildings, transportation features, and other site elements and conditions within and immediately surrounding the Port.
 - Identification of areas of critical environmental and/or cultural concern.
 - Inventory of regulations and controls impacting the site as well as summaries of other planning reports of relevance.

From the above, the A/E will prepare a concise identification of site opportunities and constraints along with areas in most need of critical investment.
- **Case Study.** Working with the City and other sources, A/E will select up to three (3) locations for case study research. Locations will be selected based on the identification of issues similar to those faced by St. Petersburg and its Port. The work will seek to derive key lessons learned that can help inform the overall planning process.

Task 2 – Markets Overview

Markets assessment allows for a qualitative and quantitative understanding of potential opportunity categories and areas for the Port. For this section, recreational boating, niche cruise ship, marine dependent maintenance, overhaul, and repair (MRO), and marine innovation/research elements will be assessed to gauge to the best degree possible potential marketing opportunities for exploitation by the Port. The following market sectors have been identified as potential markets but these segments can be confirmed or modified with feedback from the City and Port.

- **Recreational Boating and Yachting.** The A/E will assess the general opportunities for expanded recreational boating, yachting, and related leisure at the Port. Work will involve:
 - Review of comparable facilities in the market.
 - Identification of potential market size and capture levels.
 - Identification of necessary facilities required to capture market opportunities, including high-dry storage (automated and traditional).
 - Strengths, weaknesses, opportunities, and threats for the Port to welcome this market sector.
- **Niche Cruising.** The niche cruise sector continues to grow, and users have expressed interest in the Port. The A/E will assess the general opportunities to bring small cruise ship operations to the Port. Work will involve:
 - Review of comparable facilities in the market.
 - Inventory of cruise vessels that can fit within the berth and water depth limitation of the Port.
 - Identification of potential market size/capture levels.

- Identification of necessary facilities required to capture market opportunities.
 - Strengths, weaknesses, opportunities, and threats for the Port to welcome this market sector.
- **Marine Dependent Maintenance, Overhaul and Repair (MRO).** Florida ports and private landowners are increasingly involved in the landside and in-water MRO activities for a variety of vessel types. The A/E will assess the general opportunities to leverage the Port to welcome MRO activities. Work will involve:
 - Review of comparable facilities in the market, inclusive of operators.
 - Identification of potential market size and capture levels.
 - Identification of necessary facilities required to capture market opportunities.
 - Strengths, weaknesses, opportunities, and threats for the Port to welcome this market sector.
 - **Marine Innovation/ Innovation District / Research.** Previous areawide master plannings have identified the Port as a potential location for marine innovation and research. Surrounding governmental and institutional land uses and users are already engaged in this activity. Through review of previous plans and case studies, the A/E will assess the general opportunities to bring and add these types of uses and users to the Port. Strengths, weaknesses, opportunities, and threats to the use type will be prepared.
 - **Virtual Meeting #1 – Markets Assessment.** The markets assessment meeting will be a virtual client meeting to present the initial results and findings of the assessment to the City project team. Immediate next steps will be highlighted as part of the meeting. Conclusions and feedback received during this meeting will support the development of early planning concepts under Task 3.

Task 3 – Plan Priorities, Program, and Planning Framework

Task 3 focuses on addressing: priorities the City has for its Port, core tenets that guide future uses of the Port, and possible type of renewal. These and other key issues will be addressed in Task 3.

- **Program Scenario Development.** The A/E will prepare several initial program scenarios that contemplate various assemblages of site uses and activities. Program scenarios will consider the mix of activities, the blending of capital and operational elements, the phasing of elements, and the degree to which revenue and non-revenue generating components can be assembled to offer a sustainable waterfront moving forward. Considerations will include the level of facility hardening needed to protect against climate change or to address security requirements based on the proposed uses.
- **Site Mission and Core Tenets Preparation.** The A/E will prepare an initial work-up of the site mission, core tenets, and planning framework for the Port. This work will help focus and frame community values and features which should be

consistent for all concept alternatives. This work, along with initial program scenarios, will help jumpstart the preparation of project ideas and concepts under Task 4.

Task 4 – Initial Port and Waterfront Concepts

The project starts to take shape during this task, with an iterative exploration of initial and more advanced ideas and concepts for the site. Strategies for project implementation will also be explored and include:

- **Initial Ideas and Concepts.** The A/E will prepare three (3) initial concepts for the Port that comprehensively address and respond to the program scenarios, mission, core tenets, and other outputs from Tasks 1 through 3. Initial concepts will be drawn, rendered, and prepared at a scale suitable for presentation and in sufficient detail to address overall use and activity area relationships; in-water activation; general building placement, logistical areas, and parking footprints; amenity, plaza, and open space areas; and other elements. An evaluation matrix highlighting the qualitative and quantitative similarities and differences of each initial concept alternative will be prepared.
- **In-Person Meeting #2 – Review Initial Options and Ideas.** The A/E will meet with the City and the Port prior to Community Work Session #1 to gain feedback on initial plan options and ideas. This meeting will be scheduled to occur the day prior or the same day as Community Work Session #1.
- **Community Work Session #1 - “Future Vision for the Port”.** The “Future Vision for the Port” community work session will be the first formal community engagement opportunity. For this work session, the A/E will establish a public website that details the overall effort and timeline to showcase initial ideas and concepts for the project. The team will direct traffic to the site using social and other traditional media outlets, along with word of mouth, where visitors will be presented a series of questions related to early concepts. The website will be launched approximately three (3) weeks before the formal community meeting(s) and remain active throughout the course of the master planning process.

Community meetings will occur over a one-day period and involve both open house elements and formal presentations. The goal will be to interact with the community and learn the degree to which presented concepts meet the mission, core tenets, priorities, and program for the site. The work session will also be an opportunity to gather new, often fine grain ideas for project site elements.

- **Refined Ideas and Concepts.** Following community work session #1 the A/E will refine ideas and concepts for the project site, with the goal of establishing a preferred site plan(s) with built-in flexibility in key reinvestment zones. These “flex zones” allow the plan to be responsive to market opportunities while remaining aligned with the

broader vision for the site and downtown waterfront. The preferred site plan(s) will be submitted to the City for review and sign-off prior to advancing to Task 5.

Task 5 – Master Plan and Reinvestment Strategy Preparation

The final project task involves the drafting of the Master Plan and Reinvestment Strategy and preparation of all final contract deliverables. Task 5 work effort includes:

- **Initial Reinvestment Strategy.** With the “why” (the mission) and “what” (the preferred site plan) addressed, the focus turns to implementation and phasing – the “how.” Throughout the concept development process, the A/E will identify grants and other potential sources of project funding. For this task, the project team will assemble a spreadsheet identifying components of the overall Master Plan along with an opinion of probable cost and potential source(s) of funding. Linkages between follow-on studies and projects as well as those investments considered essential for early implementation will also be identified. Early drafts of the implementation database will be shared with the City teams.
- **Draft Master Plan and Reinvestment Strategy.** The A/E will prepare a draft Master Plan and Reinvestment Strategy for the Port. The draft submission will include the following elements:
 - An illustrative site plan;
 - Plan functional layers (diagrams) graphically depicting project elements, linkages, edge conditions, and other features;
 - Supporting imagery and other visual materials to communicate the character of Master Plan elements and reinvestment concepts;
 - Generalized location and nature of planned improvements for the project site;
 - Schedule of areas;
 - Implementation schedule and strategy, including refined listing of potential funding sources, opinions of probable costs for project initiatives, and timing of investments;
 - Recommendation on needed follow-on studies;
 - Discussion of permitting requirements and associated timeliness;
 - Infrastructure improvements to address/sequence in the plan improvement; and
 - Recommended improvements for resiliency and address sea level rising (SLR).

The draft Master Plan and Reinvestment Strategy will be assembled in a single book and presentation format. This task will involve working through several iterations of text, graphics, and other elements needed to communicate the project elements and intent. The City will be involved in the review and comment of several of these items in early and late draft stages to ensure they reflect the City intent and goals. The A/E will hold a presentation via Teams conference call to walk through the draft submission and receive any initial, prominent level comments. Total City and Port administration project team reviews are estimated to take three (3) weeks.

- **In-Person Meeting #3 – Draft Master Plan and Reinvestment Strategy Review.** The A/E will preview the Draft Master Plan and Reinvestment Strategy presentation with the City and Port prior to presenting initial results during (Optional) Community Work Session #2. This meeting will be scheduled for the day prior to or same day as the Community Meeting.
- **(Optional) Community Work Session #2 – Master Plan and Reinvestment Strategy.** The optional Master Plan and Reinvestment Strategy community work session will be the second formal community engagement opportunity. For this work session, the A/E team will update the project website to reflect the draft Master Plan and Reinvestment Strategy presentation and preferred illustrative plan for the project site. The website will be relaunched approximately one (1) week before the formal community meeting. The goal of this final community engagement session will be to interact with the community and learn the degree to which the presented Master Plan meets the mission, core tenets, and initial community preferences for the site. The work session will be a final opportunity to gather comments and feedback from the community.
- **CGI Perspective Renderings.** A/E will prepare three (3) computer renderings depicting the overall Master Plan for the Port.
- **In-Person Meeting #4 – Final Master Plan and Reinvestment Strategy Presentation (City Council).** The City will deliver all requested edits to the draft submission in a single comment set. From the comment set, the A/E will prepare a final Master Plan and Reinvestment Strategy for the Port. Members of the A/E will present the conclusive results of the study to City Council and City project team. Immediate next steps will be highlighted as part of this final presentation.

III. SCHEDULE

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

	<u>Number of Days from NTP</u>
Task 1 – Site Assessment	45
Task 2 – Markets Assessment	120
Task 3 – Priorities, Program and Planning Framework	180
Task 4 – Initial Port St. Pete And Waterfront Concepts	270
Task 5 – Master Plan and Reinvestment Strategy Preparation	330

IV. A/E'S RESPONSIBILITIES

- Lead public meetings including supplying graphics or materials needed.
- Identify data requests and meetings with sufficient notice for City to respond (see City's Responsibilities)

- Provide deliverables in PDF formats. Site plans will be created with AutoCAD in 11" x 17" format.
- Does not include detailed building inspections.
- Does not include permitting or other planning permissions.

V. CITY'S RESPONSIBILITIES

- Access to Port facilities during site visit
- Provide data on historic port usage
- Provide relevant background data and master plans
- Timely delivery of requested information. Schedule assumes 10 working days from date of request.
- Timely support for public and stakeholder meetings. City to supply meeting location and list of invitees. Schedule assumes 15 working days from A/E notification of readiness for the meeting.

VI. DELIVERABLES

Task 1 –Site Assessment – Presentation materials summarizing all work completed under Task 1; notes and report-outs associated with work session #1 (Project Kick-Off) and stakeholder meetings.

Task 2 –Markets Assessment – Presentation materials summarizing markets assessment results in each category.

Task 3 –Priorities, Program, and Planning Framework – Presentation materials summarizing all work completed under Task 3, including presentations and graphic exhibits.

Task 4 –Initial Port and Waterfront Concepts – Presentation materials summarizing all work completed under Task 4; posters, presentations, survey results and related webpage materials generated as part of the community "Future Visions" work session.

Task 5 –Master Plan and Reinvestment Strategy Preparation – Draft and final Port Master Plan and Reinvestment Strategy documents (digital and hard copy); presentations and other final materials used for community work session #2.

VII. A/E'S COMPENSATION

For Tasks 1 through 5, the City shall compensate the A/E the lump sum amount of \$277,038.57.

This Task Order establishes an allowance in the amount of \$10,000 for additional services not identified in the Scope of Services. Additional services may be performed only upon receipt of prior written authorization from the City and such authorization shall set forth the additional services to be provided by the A/E. The cost for any additional services shall not exceed the amount of the allowance set forth in this Task Order.

The total Task Order amount is **\$287,038.57**, per Appendix A.

VIII. PROJECT TEAM

Moffatt & Nichol – Prime consultant, master planning

Project Manager – Michael Herrman

Asst. Project Manager – Nicole Shaw

Waterfront Planning / Market Analyst – Scott Lagueux

Waterfront Planning / Landscape Architecture / Analysis – Stephen Romanin

Valerin Group – Public outreach support

Hyatt Survey – Survey

IX. MISCELLANEOUS

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

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

Moffatt & Nichol
(Company Name)

By: Michael N. Herrman
(Signature)

Michael Herrman, Vice President
(Printed Name and Title)

Date: 11/14/2024

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

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

By: _____
Chandrahassa Srinivasa, City Clerk

(SEAL)

DATE: _____

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

By: _____
City Attorney (Designee)

APPENDIX A
Work Task Breakdown
City of St. Petersburg
Port Master Plan FY24
Project No. 24198-130

I. Manpower Estimate: All Tasks

Direct Labor Rates Classifications		Principal Engineer	Project Manager	Supervisory Scientist	Engineer/ Scientist III	Engineer II	Engineer I	Designer	Project Controls	Total Hours	Labor Cost
Direct Salary		\$ 100.00	\$ 67.00	\$ 95.00	\$ 68.00	\$ 57.00	\$ 48.00	\$ 50.50	\$ 37.00		
Multiplier 2.1584		\$ 215.84	\$ 144.62	\$ 205.05	\$ 146.78	\$ 123.03	\$ 103.61	\$ 109.00	\$ 79.87		
Billing Rates ¹		\$ 315.84	\$ 211.62	\$ 300.05	\$ 214.78	\$ 180.03	\$ 151.61	\$ 159.50	\$ 116.87		
TASK											
1	Site Assessment	18	8	40		24	40		10	140	\$ 30,933.90
2	Markets Overview	10		40	16	60	80		16	222	\$ 43,397.40
3	Plan Priorities, Program and Planning Framework	12	12	32		24	16		6	102	\$ 23,378.82
4	Initial Port St. Pete and Waterfront Concepts	20	16	50	4	40	48		8	186	\$ 40,977.78
5	Master Plan and Reinvestment Strategy Preparation	36	8	50	24	48	116		10	292	\$ 60,617.32
Totals		96	44	212	44	196	300	0	50	942	\$ 199,305.22

II. Fee Calculation

Task	Labor Cost	Expenses ²	Subconsultant Services	Mark-up on Subconsultant Services ³	Total Cost Without Allowance
1	\$30,933.90	\$2,010.00	\$24,195.00	\$1,209.75	\$58,348.65
2	\$43,397.40	\$0.00	\$2,112.00	\$105.60	\$45,615.00
3	\$23,378.82	\$2,640.00	\$3,112.00	\$155.60	\$29,286.42
4	\$40,977.78	\$9,050.00	\$9,304.00	\$465.20	\$59,796.98
5	\$60,617.32	\$13,605.00	\$9,304.00	\$465.20	\$83,991.52
Total	\$199,305.22	\$27,305.00	\$48,027.00	\$2,401.35	\$277,038.57

III. Fee Limit

Lump Sum Cost	\$277,038.57
Allowance⁴	\$10,000.00
Total:	\$287,038.57

IV. Notes:

1. Rates and Multiplier per contract.
2. Includes expenses for:
3. Includes 0 percent markup of SUBCONSULTANT (per contract).
4. Allowance to be used only upon City's written authorization.



Approved

12/12 Council - Moffitt Nichol - Port Master Plan - Task Order

▼ Attachments

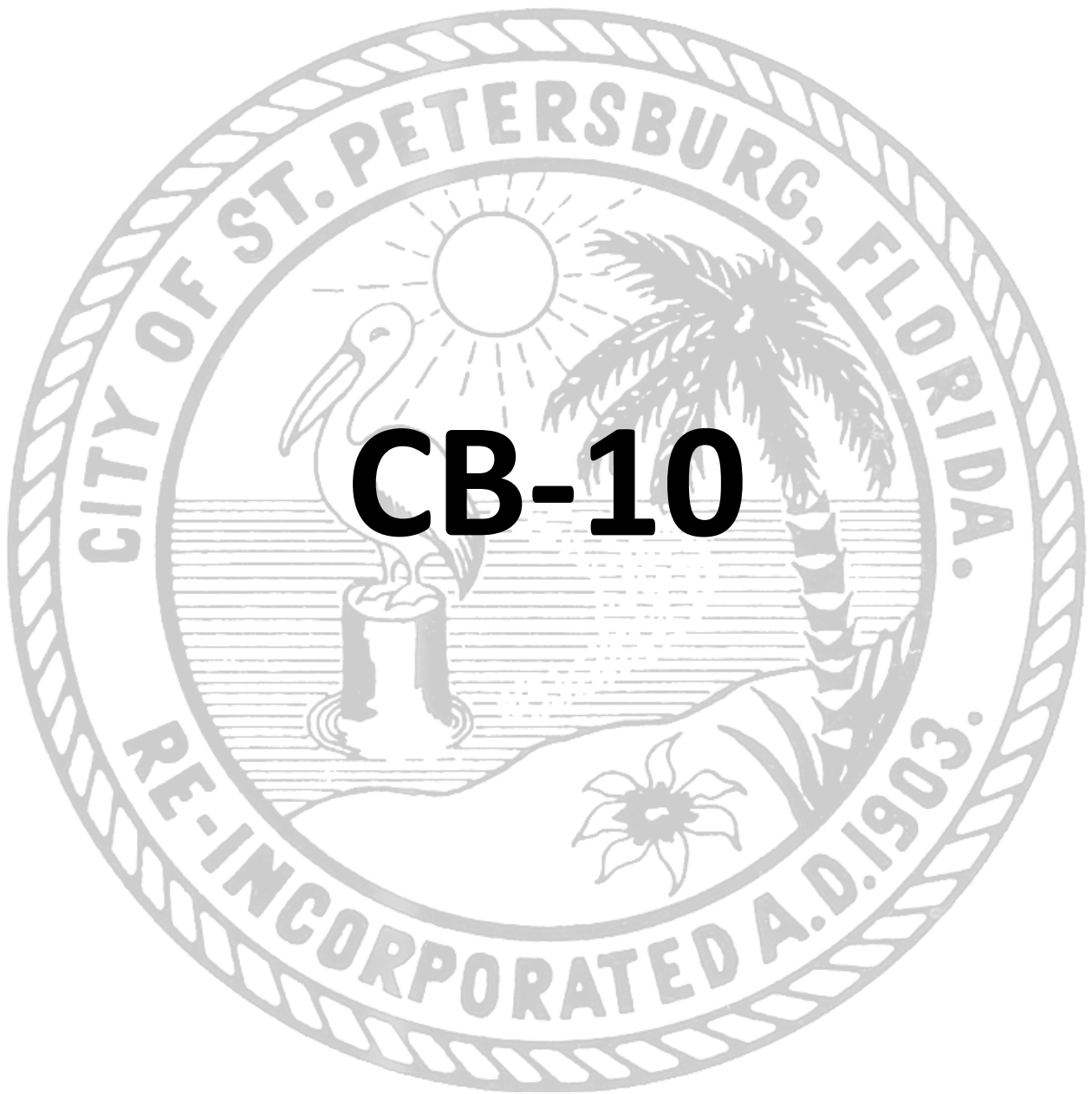


Moffitt Nichol - Port Master PI
<https://stpete1-my.sharepoint.com/:l>

▼ Final status: Approved

CT	Step 3: Approved by Claude Tankersley	11/25/2024 1:15:02 PM
MW	Step 2: Approved by Margaret B. Wahl	11/25/2024 9:50:08 AM
BP	Step 1: Approved by Brejesh Prayman	11/25/2024 9:43:34 AM
SJ	Requested by Sarah B. Johnson	11/25/2024 9:09:46 AM

The following page(s) contain the backup material for Agenda Item: A resolution authorizing the Mayor or his designee to accept grant funding in the amount of \$100,000 from the Pinellas Community Foundation (“Foundation”) through the We Are St. Pete Fund to be used as ‘Rapid Resolution’ funds to address immediate high-priority needs identified through the City’s resident outreach efforts, with a focus on diversion to prevent homelessness; approving a supplemental appropriation in the amount of \$100,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934); authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.
Please scroll down to view the backup material.



CB-10

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 12, 2024

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

SUBJECT: A resolution authorizing the Mayor or his designee to accept grant funding in the amount of \$100,000 from the Pinellas Community Foundation (“Foundation”) through the We Are St. Pete Fund to be used as ‘Rapid Resolution’ funds to address immediate high-priority needs identified through the City’s resident outreach efforts, with a focus on diversion to prevent homelessness; approving a supplemental appropriation in the amount of \$100,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934); authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.

EXPLANATION:

Overview of the We Are St. Pete Fund

On September 26, 2024, Hurricane Helene made landfall in Florida. With a storm surge exceeding six feet and more than 100 miles of roads flooded, many homes, businesses, and vital infrastructure were severely impacted in our city. On October 2, 2024, the City of St. Petersburg, in partnership with Pinellas Community Foundation, announced the creation of the We Are St. Pete Fund to assist in fundraising for disaster relief for residents, small businesses, and City of St. Petersburg employees recovering from Hurricane Helene. On October 9, 2024, Hurricane Milton made landfall and further compounded the devastation experienced by our community. The need and support for the We Are St. Pete Fund grew even further as residents faced recovering from two major hurricanes within two weeks.

While immediate recovery efforts are underway, the journey to rebuild will take time and resources. Tens of thousands of homes have been affected, many of which lack sufficient insurance coverage or means to recover quickly. Small businesses, the lifeblood of our community, are struggling to reopen. Furthermore, the dedicated City of St. Petersburg employees, who have been on the front lines of recovery efforts, have also experienced devastating personal losses from this disaster.

Thousands of families are facing the daunting task of restoring their homes, replacing lost belongings, and securing temporary shelter. Small businesses are fighting to stay afloat as they face extensive repairs. These vulnerable communities cannot afford to wait, and their recovery is essential for the well-being of St. Petersburg as a whole. However, recovery is only the first step. As we look beyond the initial crisis, we must also focus on building a more resilient community—one better prepared for future storms and environmental challenges. The We Are St. Pete Fund will provide the flexibility to address both immediate relief and longer-term strategies, from repairing homes and businesses to improving infrastructure and preparing for future disasters.

As of November 24, 2024, a total of \$868,996.42 has been raised (including pledges). This includes the City's contribution of \$200,000: \$100,000 to cover any administrative costs and \$100,000 to go directly to disaster relief recipients. Covering administrative costs allows 100% of each gift to go directly to disaster survivors.

As fundraising continues, Administration has identified a need to utilize \$100,000 from the We Are St. Pete Fund as 'Rapid Resolution' funds to address immediate, high priority needs that arise through the City's resident outreach efforts. This is not how all funds from the We Are St Pete Fund will be spent, as there will be a publicly available process for midterm housing recovery.

Utilizing this \$100,000 for Rapid Resolution will allow us to address immediate needs while we see what gaps exist post-insurance and post-FEMA determinations, as recommended by best practices in disaster philanthropy. This approach and usage of funds has been reviewed and approved by Pinellas Community Foundation.

Rapid Resolution Funding

Codes Compliance Assistance and Housing and Community Development departments conduct various forms of outreach that are tailored to reaching most impacted areas and residents in the city. These forms of outreach include, but are not limited to, Street Teams doing door to door connections with residents, the Codes and Social Services teams conducting joint visits to residences that may need to be posted as unfit and unsafe due to the extent of the damage to the property, and the Housing team offering a public-facing Housing Subcenter for residents who have longer-term housing needs after a disaster.

Through these forms of outreach, City teams hear directly from residents about their individual needs and can begin to have a conversation about their barriers and available supports. Below are examples of individual situations that have come up post-Hurricanes Helene and Milton:

- Resident takes insulin and lost power for an extended period, but their home was otherwise habitable. They did not have the finances available to purchase a cooler and ice, so a City staff person purchased those items and dropped them off for the resident.
- Resident's home sustained significant damage and is no longer habitable. They have a relative's home they can stay at, but there are no available beds in the home for the resident and their children, nor the financial means to purchase those items. They need air mattresses for the resident to make their stay at the relative's home more comfortable.
- Resident found a new place to live after their home sustained significant damage but used their remaining dollars to pay the security deposit. They can't move in for another week and are living in their car with their infant. They need a hotel room for a week to have a safe place to temporarily stay until they can move into their new apartment.
- Resident found a new place to live after their home sustained significant damage but cannot afford first/last/security. They need assistance paying for these deposits to prevent this resident from becoming homeless.

- Resident found a new place to live after their home sustained significant damage but cannot afford to rent a truck to move all of their belongings. They need assistance paying for a moving truck rental.

Staff will focus on diversion first: how can we get this resident's situation fully addressed, in a way that prevents them from entering the homelessness system of care and in a financially sustainable way that allows the City to impact as many people as possible. Staff first look at what resources already exist in the community, such as step-down shelters, food distributions, supplies at the warehouse or through local organizations. Staff also will encourage residents to seek coverage via their insurance company, FEMA, SBA, State-led support programs (DSNAP, Hope Florida), etc. instead of duplicating efforts. This way there is a holistic approach to wrapping support around residents and leveraging existing dollars/resources to plug in these limited dollars into current gaps.

Rapid Resolution Funding will be deployed using the following parameters:

There is no application or paperwork for the resident. These are residents that the City become aware of through existing outreach channels outlined above that have immediate needs. The program's intent is to prevent further system interactions by diverting the residents from homelessness or other high priority social determinants of health needs.

- St. Pete Resident.
- No means testing.
- Affected by Hurricane Helene and/or Hurricane Milton.
- The resident will not receive money directly. City staff can pay for something for immediate safety and/or refer to contracted agencies for homeless prevention needs like assistance with leases/move-in costs.
- Denial from FEMA/Insurance – This will be an information point but not an eligibility criterion. Assistance with disputing FEMA denials will be provided but if an immediate need can be resolved during dispute staff will be empowered to resolve barriers rapidly.
- Cap of \$5,000 per Resident.

RECOMMENDATION: Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to accept grant funding in the amount of \$100,000 from the Pinellas Community Foundation (“Foundation”) through the We Are St. Pete Fund to be used as ‘Rapid Resolution’ funds to address immediate high-priority needs identified through the City’s resident outreach efforts, with a focus on diversion to prevent homelessness; approving a supplemental appropriation in the amount of \$100,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934); authorizing the Mayor or his designee to execute all documents necessary to receive the grant funds; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues of \$100,000 will be received from Pinellas Community Foundation and deposited into the General Fund (0001). Funds will be available after the approval of a supplemental appropriation in the amount of \$100,000 from the increase in the unappropriated balance of the General Fund (0001), resulting from these additional grant revenues, to the Housing and Neighborhood Services Administration Department, Administration Division (080-1065), We Are St. Pete Fund Grant Project (20934).

ATTACHMENTS:

Resolution

APPROVALS:

Administration: McFaster Budget: Lance Stanford

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$100,000 FROM THE PINELLAS COMMUNITY FOUNDATION (“FOUNDATION”) THROUGH THE WE ARE ST. PETE FUND TO BE USED AS ‘RAPID RESOLUTION’ FUNDS TO ADDRESS IMMEDIATE HIGH-PRIORITY NEEDS IDENTIFIED THROUGH THE CITY’S RESIDENT OUTREACH EFFORTS, WITH A FOCUS ON DIVERSION TO PREVENT HOMELESSNESS; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$100,000 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE GENERAL FUND (0001), RESULTING FROM THESE ADDITIONAL GRANT REVENUES, TO THE HOUSING AND NEIGHBORHOOD SERVICES ADMINISTRATION DEPARTMENT, ADMINISTRATION DIVISION (080-1065), WE ARE ST. PETE FUND GRANT PROJECT (20934); AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO RECEIVE THE GRANT FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in response to the needs of residents who have been adversely affected by Hurricane Helene and Hurricane Milton (the “Storms”), the City of St. Petersburg (“City”) established the We Are St. Pete Fund (“Fund”) within the Pinellas Community Foundation (“Foundation”); and

WHEREAS, the Fund’s purpose is to address critical needs arising from the Storms’ impacts, providing essential support to: (i) uninsured and/or underinsured individuals and families that are residents of the City, (ii) small businesses located within the City limits seeking to reopen or stay open for the community and their employees, and (iii) impacted City employees that may reside within or outside of the City limits (“Recipients”) during this challenging time; and

WHEREAS, the Foundation has offered to provide \$100,000 in grant funds to be utilized as ‘Rapid Resolution’ funds to address immediate high-priority needs identified through the City’s resident outreach efforts, with a focus on diversion to prevent homelessness for vulnerable Recipients after the Storms; and

WHEREAS, the grant funds are intended to fill gaps for Recipients that insurance, FEMA, and other funding sources are unable to cover; and

WHEREAS, the grant funds will be capped at \$5,000, and will only be provided to assist Recipients who are also St. Petersburg residents; and

WHEREAS, Administration recommends acceptance of the grant funding from the Foundation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, that the Mayor or his designee is authorized to accept funding in the amount of \$100,000 from the Pinellas Community Foundation ("Foundation") to be used utilized as 'Rapid Resolution' funds to address immediate high-priority needs identified through the City's resident outreach efforts, with a focus on diversion to prevent homelessness.

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

General Fund (0001)

Housing and Neighborhood Services Administration Department,
Administration Division (080-1065),

We Are St. Pete Fund Grant Project (20934) \$100,000

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

This Resolution shall become effective immediately upon its adoption.

LEGAL:

DEPARTMENT:

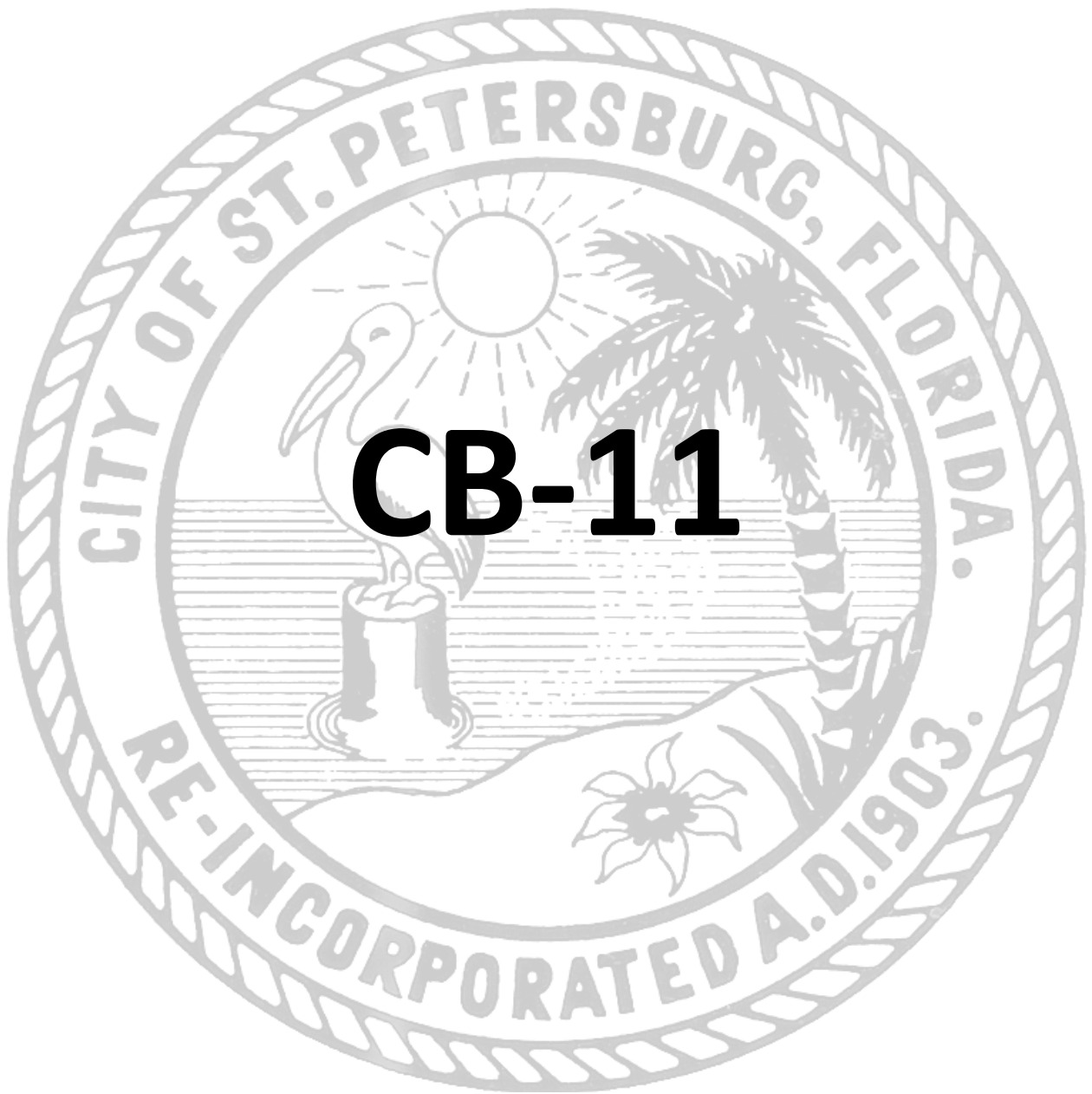
BUDGET:

/s/: Michael J. Dema
00779373

McFoster

EMalefske

The following page(s) contain the backup material for Agenda Item: A Resolution declaring the 39th Annual MLK Dream Big Parade, to be held on January 20, 2025, to be a Special Event withing the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code; delineating boundaries and a time period within which the declaration is to be effective; suspending pushcart vending permits issued for public property locations pursuant to Section 16.70.030.1.5. of the St. Petersburg City Code within the delineated boundaries during the time period; and providing an effective date. Please scroll down to view the backup material.



CB-11

ST. PETERSBURG CITY COUNCIL
Consent Agenda
Meeting of December 12, 2024

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

FROM: Carl Lavender, Chief Equity Officer

SUBJECT: A Resolution declaring the 39th Annual MLK Dream Big Parade, to be held on January 20, 2025, to be a Special Event withing the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code; delineating boundaries and a time period within which the declaration is to be effective; suspending pushcart vending permits issued for public property locations pursuant to Section 16.70.030.1.5. of the St. Petersburg City Code within the delineated boundaries during the time period; and providing an effective date.

EXPLANATION: The City has an agreement with Advantage Village Academy, Inc., to be the sponsor of the 39th Annual MLK Dream Big Parade ("Parade"), which will take place on January 20, 2025. Advantage Village Academy, Inc. requests the Parade be declared a special event, within the meaning of Section 16.70.030.1.5.C. 1. of the St. Petersburg City Code. Additionally, Section 16.70.030.1.5 of the St. Petersburg City Code establishes the regulations for pushcart vending permits. Section 16.70.030.1.5.C.1. provides that permits are required for pushcart vending, when issued for locations on the right-of-way pursuant to this section, shall not be valid during any event declared to be a special event by a resolution adopted by the City Council, which shall delineate the boundaries within which the special event declaration is to be effective.

The boundaries within which the special event declaration is to be effective are two blocks on either side of the Parade route and staging area, beginning at Albert Whitted Park and Parking Lot, proceeding north along Bay Shore Drive Northeast, west on 1st Avenue South, west to 16th Street South, and two blocks in all directions from each terminus of the Parade route ("Delineated Area"), from 8:00 a.m. to 4:30 p.m. on January 20, 2025. Pushcart vending permits issued for public property locations pursuant to Section 16.70.030.1.5 of the St. Petersburg City Code shall be suspended within the Delineated Area from 8:00 a.m. to 4:30 p.m. on January 20, 2025.

RECOMMENDATION: Administration recommends City Council approval of the attached Resolution that declares the 39th Annual MLK Dream Big Parade as a Special Event and suspends pushcart vending permits withing delineated boundaries during said time period.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Resolution

APPROVAL:

Administrator, Carl Lavender

Signature: 
Carl Lavender (Dec 2, 2024 14:30 EST)

Email: carl.lavender@stpete.org






2024.12.12 MLK 2025 Parade Resolution cover memo

Final Audit Report

2024-12-02

Created:	2024-12-02
By:	Debbie Buschman (Debra.Buschman@stpete.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZFaH2CFHv4Da_9sQZUgnTq03wtCfF03S

"2024.12.12 MLK 2025 Parade Resolution cover memo" History

-  Document created by Debbie Buschman (Debra.Buschman@stpete.org)
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-  Document emailed to Carl Lavender (carl.lavender@stpete.org) for signature
2024-12-02 - 4:00:13 PM GMT
-  Email viewed by Carl Lavender (carl.lavender@stpete.org)
2024-12-02 - 7:22:22 PM GMT
-  Document e-signed by Carl Lavender (carl.lavender@stpete.org)
Signature Date: 2024-12-02 - 7:30:29 PM GMT - Time Source: server
-  Agreement completed.
2024-12-02 - 7:30:29 PM GMT

2024-

A RESOLUTION DECLARING THE 39th ANNUAL DR. MARTIN LUTHER KING JR. PARADE, TO BE HELD ON JANUARY 20, 2025, TO BE A SPECIAL EVENT WITHIN THE MEANING OF SECTION 16.70.030.1.5. C. 1. OF THE ST. PETERSBURG CITY CODE; DELINEATING BOUNDARIES AND A TIME PERIOD WITHIN WHICH THE DECLARATION IS TO BE EFFECTIVE; SUSPENDING PUSHCART VENDING PERMITS ISSUED FOR PUBLIC PROPERTY LOCATIONS PURSUANT TO SECTION 16.70.030.1.5. OF THE ST. PETERSBURG CITY CODE WITHIN THE DELINEATED BOUNDARIES DURING THE TIME PERIOD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 16.70.030.1.5 of the St. Petersburg City Code establishes the regulations for pushcart vending permits; and

WHEREAS, Section 16.70.030.1.5.C.1. provides that pushcart vending permits, when issued for locations on the right-of-way pursuant to this section, shall not be valid during any event declared to be a special event by a resolution adopted by the City Council, which shall delineate the boundaries within which the special event declaration is to be effective; and

WHEREAS, Advantage Village Academy, Inc., organizer of the 39th Annual Dr. Martin Luther King Jr. Parade (“Parade”), has requested that the Parade, which will take place on Monday, January 20, 2025, be declared a special event; and

WHEREAS, this City Council is in agreement with this request.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the 39th Annual Dr. Martin Luther King Jr. Parade (“Parade”) to be held on January 20, 2025, is declared to be a special event within the meaning of Section 16.70.030.1.5. C. 1. of the St. Petersburg City Code.

BE IT FURTHER RESOLVED that the boundaries within which the special event declaration is to be effective are two blocks on either side of the Parade route and staging area, beginning at Albert Whitted Park and Parking Lot, proceeding north along Bay Shore Drive Northeast, west on 1st Avenue South, west to 16th Street South, and two blocks in all directions from each terminus of the Parade route (“Delineated Area”), from 8:00 a.m. to 4:30 p.m. on January 20, 2025.

BE IT FURTHER RESOLVED that pushcart vending permits issued for public property locations pursuant to Section 16.70.030.1.5 of the St. Petersburg City Code shall be suspended within the Delineated Area from 8:00 a.m. to 4:30 p.m. on January 20, 2025.

This Resolution shall become effective immediately upon its adoption.

LEGAL:



City Attorney (Designee)

00778557.docx

APPROVED BY:



[Carl Lavender \(Dec 2, 2024 14:22 EST\)](#)

Administration






Resolution No

Final Audit Report

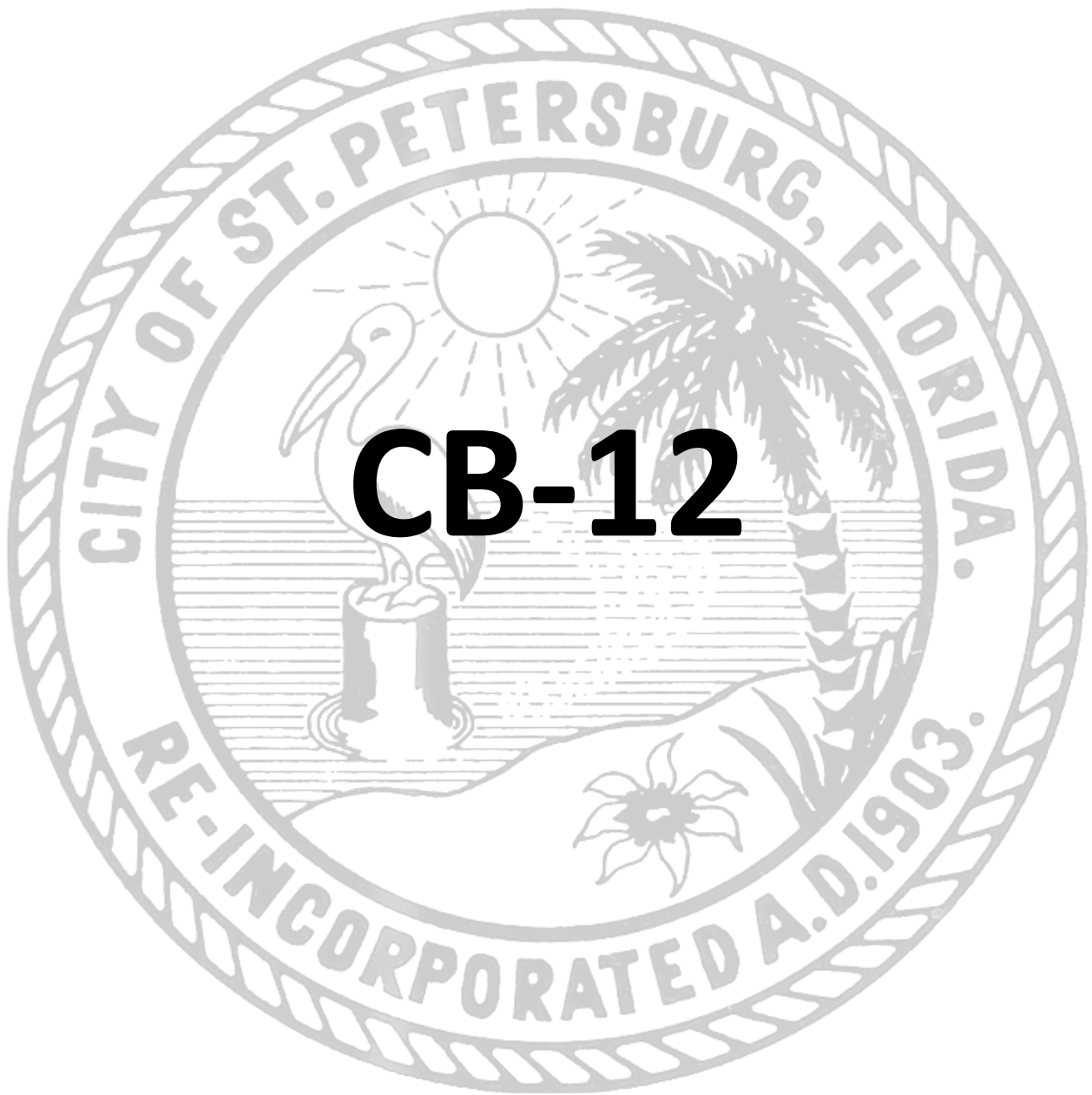
2024-12-02

Created:	2024-12-02
By:	Debbie Buschman (Debra.Buschman@stpete.org)
Status:	Signed
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"Resolution No" History

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-  Document emailed to Carl Lavender (carl.lavender@stpete.org) for signature
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-  Agreement completed.
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The following page(s) contain the backup material for Agenda Item: Recommendation to Approve the Increase to Pension Benefits for Retirees and Beneficiaries Receiving Benefits under the Employees' Retirement System ("Plan")
Please scroll down to view the backup material.



CB-12

ST. PETERSBURG CITY COUNCIL

Consent Agenda Meeting of December 12, 2024

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

SUBJECT: Recommendation to Approve the Increase to Pension Benefits for Retirees and Beneficiaries Receiving Benefits under the Employees' Retirement System ("Plan")

EXPLANATION:

Sections 22-137 and 22-168 of the St. Petersburg City Code provide for an annual cost-of-living adjustment to be applied to the current pension benefits of eligible retirees and beneficiaries of the Employees' Retirement System. Under current Code provisions, the Pension Board reviews the recommendation of the plan actuary as to the rate of increase to be granted each year and approves that recommendation, subject to approval by City Council.

The Employees' Retirement System Pension Board annually receives a recommendation from the plan actuaries for the level of increase to be granted based on the increase in the Consumer Price Index ("CPI"), subject to a maximum adjustment equaling 2% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts. Given that the 2024 CPI reflects an inflation rate of 2.4%, the 2023 CPI reflected 3.7%, and the 2022 CPI reflected 8.2%, the actuary recommended an increase of 2.0% for the Prior Plan and 1.5% for the Supplemental Plan retired accounts for each year. These recommendations were approved by the Pension Board.

The 2025 calendar year adjustment is proposed to become effective January 1, 2025, with the increase first appearing in the retirement benefit payments issued in January 2025 and will affect approximately 1,543 pension accounts. The recommended adjustment will provide an annual increase of approximately \$512,560.68 to the eligible group.

The 2023 and 2024 calendar year adjustments are proposed to be approved retroactively. The 2023 adjustment affected 1469 pension accounts providing an annual increase of approximately \$457,410.48 to the eligible group. The 2024 adjustment affected 1497 pension accounts providing an annual increase of approximately \$484,242.84 to the eligible group.

COST/FUNDING/ASSESSMENT INFORMATION:

The cost of the adjustments is within actuarial funding projections and will not increase the current rate of City contributions to the Employees' Retirement System.

ATTACHMENTS: (1) Resolution approving Cost-of-Living Adjustments to retirees and beneficiaries of the City Employees' Retirement System.

APPROVALS:

Administration:

Thomas Greene

Date

12/4/2024

Budget:

E. Makofske

Date

12/4/2024

**A RESOLUTION AUTHORIZING THE ADJUSTMENT
OF PENSION BENEFITS PAYABLE BY THE
EMPLOYEES' RETIREMENT SYSTEM AS PROVIDED
BY THE CITY CODE; AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the St. Petersburg City Code provides for an annual determination of the cost-of-living adjustment to be applied to pension benefits of the Employees' Retirement System ("Plan"); and

WHEREAS, the Board of Trustees of the Employees' Retirement System ("Board") has reviewed and approved the recommendations of the plan's actuary that said adjustments be 2.0% for the Prior Plan and 1.5% for the Supplemental Plan retired accounts.


NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council approves an annual adjustment of 2.0% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts to be applied effective January 1, 2025, and that all retired accounts established prior to October 1, 2024 shall be deemed eligible for the application of said adjustment.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council retroactively approves an annual adjustment of 2.0% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts to be applied effective January 1, 2024, and that all retired accounts established prior to October 1, 2023 shall be deemed eligible for the application of said adjustment.

BE IT FURTHER RESOLVED by the City Council of the City of St. Petersburg, Florida, that this Council retroactively approves an annual adjustment of 2.0% for Prior Plan retired accounts and 1.5% for Supplemental Plan retired accounts to be applied effective January 1, 2023, and that all retired accounts established prior to October 1, 2022 shall be deemed eligible for the application of said adjustment.

This resolution shall become effective immediately upon its adoption.

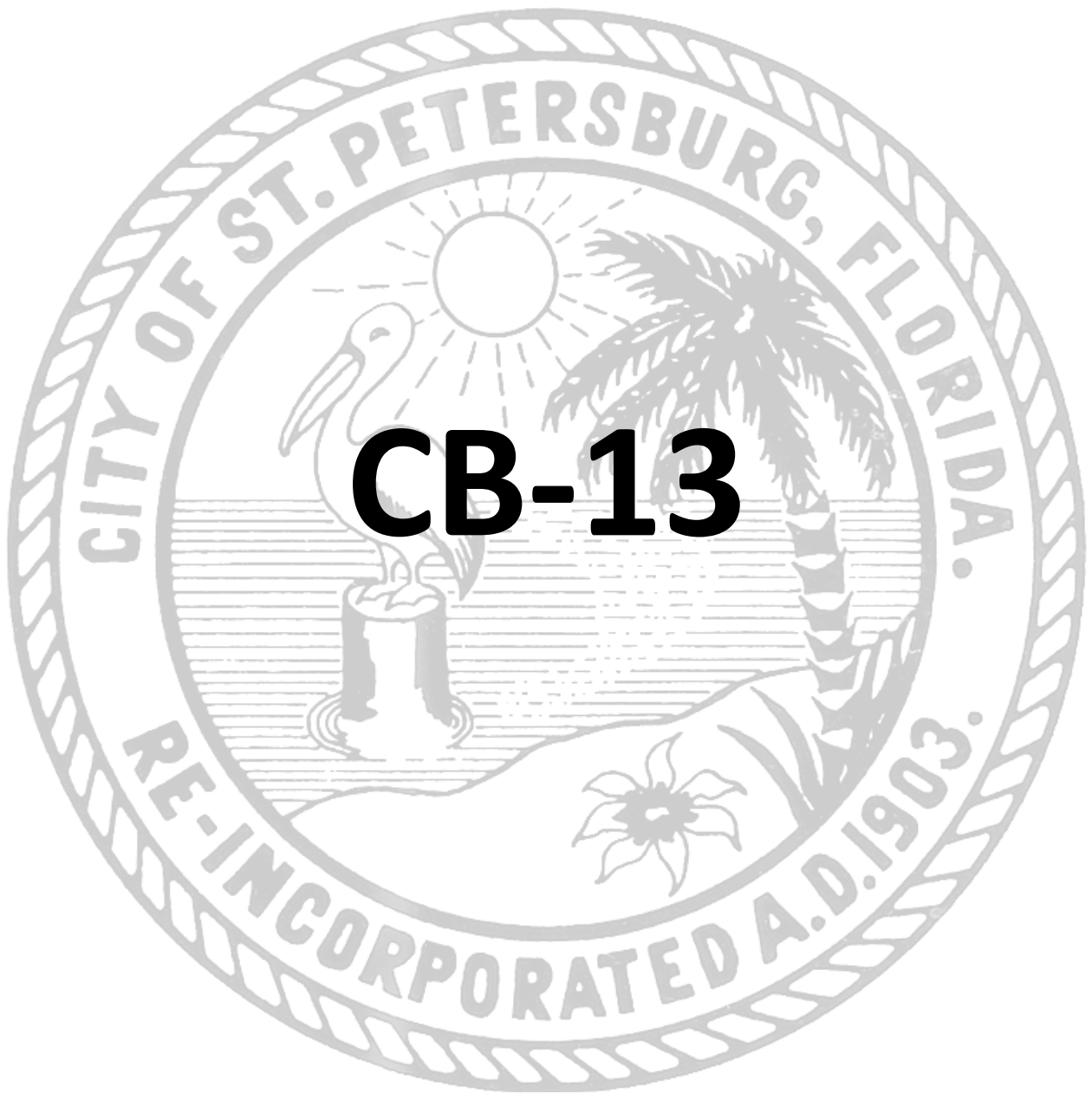
LEGAL:



DEPARTMENT:

Christopher M. Guella


The following page(s) contain the backup material for Agenda Item: Retention of Outside Counsel for Insulin and Diabetes Medication Litigation
Please scroll down to view the backup material.



CB-13

MEMORANDUM

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

FROM: Jane Wallace, Assistant City Attorney 

Date: December 4, 2024

SUBJECT: Retention of Outside Counsel for Insulin and Diabetes Medication Litigation

In accordance with the City Charter regarding the retention of special legal counsel to represent the City of St. Petersburg, the Legal Department recommends that City Council retain the law firm consortium of Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr, Mougey P.A. ("Levin Papantonio"), Kozyak Tropin & Throckmorton, Seeger Weiss, LLP, and Baron & Budd, PC, (collectively referred to as the "Consortium") to pursue the investigation and litigation of damages against manufacturers and pharmacy benefit managers related to insulin and other diabetes medications.

Levin Papantonio is lead counsel in the consortium currently representing the City of St. Petersburg in the opioid litigation, and Levin Papantonio previously represented two of the City's pension boards in prior litigation as well.

Levin Papantonio is currently lead counsel for Pinellas County and Hillsborough County for insulin litigation. The Consortium has agreed to represent the City of St. Petersburg under substantially similar terms as its representation of Pinellas County. Brandon Bogle, Esquire, of Levin Papantonio will serve as lead counsel.

A signed proposed contract is attached.

A RESOLUTION CONFIRMING THE APPOINTMENT AND RETENTION OF LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR, MOUGEY P.A., KOZYAK TROPIN & THROCKMORTON, SEEGER WEISS, LLP, AND BARON & BUDD, PC, AS SPECIAL LEGAL COUNSEL TO THE CITY OF ST. PETERSBURG TO PERFORM LEGAL SERVICES RELATED TO INSULIN AND OTHER DIABETES MEDICATIONS; AUTHORIZING PAYMENT FOR SUCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the retention of the consortium consisting of Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr, Mougey P.A., Kozyak Tropin & Throckmorton, Seeger Weiss, LLP, and Baron & Budd, PC, as Special Legal Counsel to the City of St. Petersburg to perform legal services related to the recovery of damages and all civil remedies against the manufacturers of insulin and other diabetes medications along with pharmacy benefit managers for their role in the intentional and deliberate overpricing of insulin and other diabetes medications which has caused significant financial harm to the City of St. Petersburg related to the payment of claims for these medications on behalf of its employees and others is hereby confirmed.

BE IT FURTHER RESOLVED that Special Legal Counsel is authorized to pursue all civil remedies available, including making claims and filing lawsuits against appropriate responsible parties in the chain of manufacture and distribution of insulin and other diabetes medications.

BE IT FURTHER RESOLVED that pursuant to Section 3.06 of the City Charter, the services to be performed by Special Legal Counsel will be as delegated by the City Attorney.

BE IT FURTHER RESOLVED that the City Council of the City of St. Petersburg approves the Authority to Represent with Special Legal Counsel, authorizes the Mayor or his designee to execute all necessary documents, and authorizes payment of attorneys' fees and costs for these services to be paid from any recovery in accordance with that agreement.

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

LEGAL:

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line, is positioned above a solid horizontal line.

AUTHORITY TO REPRESENT

RE: City of St. Petersburg, Florida civil suit against manufacturers and pharmacy benefit managers concerning the cost of insulin and other diabetes medications.

CITY OF ST. PETERSBURG, a municipality in the State of Florida, by and through its City Council, (hereinafter "CLIENT") hereby retains the law firm LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR, MOUGEY P.A., pursuant to the Florida Rules of Professional Responsibility 4-1.5, on a contingent fee basis, to pursue ***all*** civil remedies against the manufacturers of insulin and other diabetes medications along with CVS Caremark, OptumRx, and Express Scripts in their roles as pharmacy benefit managers for their role in the intentional and deliberate overpricing of insulin and other diabetes medications which has caused significant financial harm to Client related to the payment of claims for these medications on behalf of its employees and others. **Brandon Bogle, Esq.** (Florida Bar #52624) of the law firm LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR, MOUGEY P.A. shall serve as LEAD COUNSEL. CLIENT authorizes lead counsel to employ and/or associate additional counsel, with consent of CLIENT, to assist LEAD COUNSEL in the just prosecution of the case. CLIENT consents to the participation of the following firms:

LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR,
MOUGEY P.A.
316 South Baylen Street
Pensacola, Florida

KOZYAK TROPIN & THROCKMORTON
2525 Ponce de Leon Blvd.
Coral Gables, Florida

SEEGER WEISS, LLP
55 Challenger Rd.
Ridgefield Park, New Jersey

BARON & BUDD, PC
3102 Oak Lawn Avenue #1100
Dallas, Texas

In consideration, CLIENT agrees to pay twenty-three percent (23%) of the total monetary recovery (gross) in favor of the CLIENT as an attorney fee whether the claim is resolved by compromise, settlement, or trial and verdict (and appeal). The gross recovery shall be calculated on the amount obtained before the deduction of costs and expenses. Total fees and expenses shall not exceed thirty-three percent (33%) of the gross monetary recovery. CLIENT grants Attorneys an interest in a fee based on the gross recovery. If a court awards attorneys' fees, Attorneys shall receive the "greater of" the gross recovery-based contingent fee or the attorneys' fees awarded. CLIENT is not entering into litigation for the purpose of seeking non-monetary equitable resolution and does not place sufficient value on non-monetary equitable relief to warrant the expenditure of public funds to incur attorneys' fees and litigation expenses in the pursuit thereof. Attorneys agree to pursue all remedies, including non-monetary equitable resolution, at trial. **There is no fee if there is no monetary recovery.**

LEVIN, PAPANTONIO, PROCTOR, BUCHANAN, O'BRIEN, BARR, MOUGEY P.A. and the other law firms, hereinafter referred to as the "Attorneys," agree to advance all litigation expenses necessary to prosecute these claims. All such litigation expenses, including the reasonable internal costs of electronically stored information (ESI) and electronic discovery generally or the direct costs incurred from any outside contractor for those services, will be deducted from any recovery after the contingent fee is calculated. All litigation expenses shall be subject to the following limitations: (a) expenses for which reimbursement is sought must be verified by attached receipts; (b) claims for mileage and meals cannot exceed the statutory allowance as provided for under Chapter 112, Florida Statutes, as amended; (c) any required lodging shall be reimbursed at the single-person rate; (d) any required car rentals shall be reimbursed at the standard-size vehicle rate; (e) common carrier travel shall be reimbursed at the coach class rate; (f) faxes shall not be reimbursed; (g) legal research costs (Lexis, Westlaw, etc.) shall be reimbursed at actual cost. **There is no reimbursement of litigation expenses if there is no monetary recovery.**

The CLIENT acknowledges this fee is reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal services properly, the likelihood this employment will preclude other employment by the Attorneys, the fee customarily charged in the locality for similar legal services, the anticipated (contingent) litigation expenses and the anticipated results obtained, the experience, reputation, and ability of the lawyer or lawyers performing the services and the fact that the fee is contingent upon a successful recovery.

The division of fees, expenses and labor between the Attorneys will be decided by private agreement between the law firms and subject to approval by the CLIENT. Any division of fees will be governed by the Florida Rules of Professional Conduct including: (1) the division of fees is in proportion to the

services performed by each lawyer or each lawyer assumes joint responsibility for the representation and agrees to be available for consultation with the CLIENT; (2) the CLIENT has given *written* consent after full disclosure of the identity of each lawyer, that the fees will be divided, and that the division of fees will be in proportion to the services to be performed by each lawyer or that each lawyer will assume joint responsibility for the representation; (3) except where court approval of the fee division is obtained, the *written* closing statement in a case involving a contingent fee shall be signed by the CLIENT and each lawyer and shall comply with the Florida Rules of Professional Conduct; and (4) the total fee is *reasonable*.

LEAD COUNSEL shall appoint a contact person to keep the CLIENT reasonably informed about the status of the matter in a manner deemed appropriate by the CLIENT. The CLIENT at all times shall retain the authority to decide the disposition of the case and personally oversee and maintain absolute control of the litigation.

Upon conclusion of this matter, LEAD COUNSEL shall provide the CLIENT with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the CLIENT and the method of its determination. The closing statement shall specify the manner in which the compensation was determined under the agreement, any costs and expenses deducted by the Attorney's from the judgment or settlement involved, and, if applicable, the actual division of the attorneys' fees with a lawyer not in the same firm, as required in Rule 4-1.5 (f)(5) of the Florida Rules of Professional Conduct. The closing statement shall be signed by the CLIENT and each attorney among whom the fee is being divided.

Nothing in this Agreement and nothing in the Attorneys' statement to the CLIENT may be construed as a promise or guarantee about the outcome of this matter. The Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of this matter are expressions of opinion only and the Attorneys make no guarantee as to the outcome of any litigation, settlement or trial proceedings.

For purposes of litigation, notifications required between the CLIENT and the Attorney shall be to the following:

For the CLIENT: Jane Wallace Esq., Assistant City Attorney,
City of St. Petersburg

For the Attorneys: Rebecca Timmons, Esq., Levin, Papantonio,
Proctor, Buchanan, O'Brien, Barr & Mougey PA.

If cause arises either party may terminate this Agreement prior to settlement or trial. If CLIENT terminates for Cause CLIENT shall not be liable for the reimbursement of any costs or expenses. If Attorneys terminate for Cause, or

CLIENT terminates without Cause, CLIENT shall be obligated to pay Attorneys all costs advanced prior to the notification of cancellation and any fee Attorneys may be entitled to in accordance with this Agreement upon resolution of the litigation. Cause shall include a material breach of this Agreement, action or conduct of Attorneys resulting in a finding of malpractice, bad faith, or the advancement of frivolous claims or defenses in connection with this engagement, or the failure or refusal of CLIENT to cooperate with Attorneys in the preparation and litigation of this engagement.

The Parties recognize that the CLIENT was solicited by the Attorneys seeking to represent CLIENT in litigation relating to insulin pricing. CLIENT selected Attorneys due to their expertise in the area and is relying upon the Attorneys to only advance claims and defenses that are made in good faith and are not spurious or frivolous. The Parties stipulate that the advancement of claims or defenses in bad faith, or that are spurious or frivolous constitutes a material breach of this Agreement for which the Attorneys agree to be liable to the CLIENT for such damages. To the extent CLIENT is ordered to pay any amounts to third parties, including party defendants, as a result of the advancement of claims or defenses in bad faith, or that are spurious or frivolous, the parties accept any such judicially determined amount to be the amount of damages due and owing to CLIENT. To the extent that CLIENT'S claims for monetary damages are reduced or nullified by the Attorneys' advancement of claims or defenses in bad faith or the advancement of spurious or frivolous claims or defenses, nothing in this paragraph should be interpreted to preclude the CLIENT from seeking to recover for such losses through a claim for malpractice.

During the term of this Agreement, Attorneys shall not maintain employment with another client if, in Attorneys' judgment or in the judgment of the CLIENT, the exercise of the Attorney's independent judgment on behalf of the CLIENT on any matter directly related to the services contemplated herein will or is likely to be adversely affected or create a conflict of interest as described in the Rules Regulating the Florida Bar.

The Attorneys shall promptly notify the CLIENT in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence the Attorneys' judgment or quality of the legal services. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that the Attorneys want to undertake and request the CLIENT's opinion as to whether the association, interest, or circumstance would, in the opinion of the CLIENT, constitute a conflict of interest if entered into by the Attorneys. The CLIENT agrees to notify Attorneys of its opinion within sixty (60) calendar days of receipt of notification by Attorneys. If, in the opinion of the CLIENT, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Attorneys, the CLIENT shall so state in its opinion, and the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the legal services.

The Attorneys understand that Florida Statutes, Chapter 119, and that Section 286.011, Florida Statutes, may apply to the provisions of legal services pursuant to this Agreement, and the Attorneys agree to abide therewith at no additional cost to the CLIENT.

The Attorneys and all their employees, agents, and servants are, and will be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the CLIENT. All persons engaged in the Legal Services performed by the Attorneys pursuant to this Agreement will always, and in all places, be subject to the Attorney's supervision and control. The Attorneys must exercise direct control over the means and manner in which they and their employees, agents, and servants perform the Legal Services. The Attorneys do not have the power or authority to, and agrees that they will not attempt to, bind the CLIENT in any promise, agreement, or representation other than as specifically provided for in this Agreement. The Attorneys must at all times maintain insurance satisfying the requirements, attached hereto as "Exhibit A" to this document.

The Attorneys warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

The Attorneys warrant and represent that they have and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services will be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the CLIENT or at its expense shall be kept confidential by the Attorneys and shall not be disclosed to any other party not subject to any confidentiality order in place in this litigation and/or the any consolidated Multidistrict Litigation (MDL), directly or indirectly, without the CLIENT's prior written consent unless required by an order issued by a court or like authority of lawful jurisdictions.

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

The laws of the State of Florida shall govern this Agreement.

[The remainder of this page was intentionally left blank]

SIGNED, this ____ day of _____, 2024.

City of St. Petersburg:

By: _____

Attest: _____
Chan Srinivasa, City Clerk

(Seal)

Approved as to Content and Form:

City Attorney (Designee)

The employment is hereby accepted upon the terms stated herein:

Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr, & Mougey PA
316 South Baylen Street, Pensacola, Florida

By: _____
Brandon Bogle, Esq.
Shareholder and Lead Counsel

Date: _____

EXHIBITA
INSURANCE REQUIREMENTS

A. Workers' Compensation - The contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 for Employers' Liability.

B. Commercial General Liability - The contractor shall provide coverage for all operations, including, but not limited to, contractual, products and completed operations and personal injury. The limits shall not be less than \$1,000,000 per occurrence, combined single limits (CSL), or its equivalent. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

C. Business Automobile Liability - The contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent. In the event the contractor does not own automobiles the proposer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

D. Professional Liability (Errors & Omissions) - The contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$2,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.